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**NOTICE !**

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ROCKY FLATS LAND ACQUISITION FILE

January 18, 1978

DOCUMENT CLASSIFICATION  
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ADMIN RECORD

71/165

## FOREWORD

The primary purpose of this file is to compile copies of warranty deeds, court ordered takings, and legal stipulations pertaining to the acquisition of land for the Rocky Flats Plant. The information in the file was extracted from several other land acquisition/requirements files already on hand and includes information on both the original land and the buffer zone purchases. Excluded from the file, however, is information pertaining to agreements, rights of way, licenses, etc. in Tract 30 and in Sections 16 and 21. In addition to copies of legal documents, some correspondence, lists of mineral rights and so forth have been included to provide further insight into possible mineral rights, fossil fuel rights, easements, and other reserved rights regarding the land at the Rocky Flats Plant.

*C. Nohava*

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THE UNITED STATES OF AMERICA

vs.

2,585.90 ACRES OF LAND, MORE  
OR LESS, SITUATE IN THE COUNTY  
OF JEFFERSON, STATE OF COLORADO;  
KATHERINE E. CHURCH; MARCUS F.  
CHURCH, et al.,

STIPULATION

Tract No. 1

CIVIL NO. 3624

December 1, 1955

Respondents

That all coal, oil and gas in the NW $\frac{1}{4}$  SW $\frac{1}{4}$  and the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 2, and the NE $\frac{1}{4}$  NW $\frac{1}{4}$ , and NW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 10, and one-fourth of the coal, oil and gas in the S $\frac{1}{2}$  of Section 3, the NE $\frac{1}{4}$  NE $\frac{1}{4}$ , S $\frac{1}{2}$  NW $\frac{1}{4}$ , and the NW $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 10 shall be excluded from this proceeding and the ownership, together with the right to mine and remove the same be revested in George W. Lindsay, provided the exploration, mining, production and development of coal, oil and gas shall be subordinate to the rights of the Government to the use of the surface and no underground exploration, development, mining or production of coal, oil or gas shall be permitted and 30-days' notice shall be given the Government prior to any mining, etc. activity for production of oil or gas by directional drilling. That sum of \$80,000.00, inclusive of interest, shall be in full satisfaction of and just compensation for the taking of Tract No. 1.

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

THE UNITED STATES OF AMERICA,  
Petitioner,

vs

2,585 90 ACRES OF LAND, MORE  
OR LESS, SITUATE IN THE COUNTY  
OF JEFFERSON, STATE OF COLORADO;  
KATHERINE E CHURCH; MARCUS F  
CHURCH, et al ,

Respondents

CIVIL NO 3624

STIPULATION

Tract No 1

COMES NOW the United States of America, petitioner herein,  
and George W Lindsay, respondent herein; and

Whereas, said respondent represents and shows to the  
Court that, at the time of taking by the United States of  
America of the fee title to the lands described as Tract No 1  
in the above-entitled action, he was the record owner of said  
land, subject to the reservation to Martha Eberharter of three-  
fourths of the coal, oil, gas and other minerals in and under  
the S $\frac{1}{2}$  of Section 3, the NE $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$  and NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 10,  
all in Township 2 South, Range 70 West of the 6th P M , and  
subject to the ownership by A Reamer Patton, Margaret P  
Musgrove and Ivan M Patton of all coal, gas, oil and other  
minerals that may be beneath the surface of the S $\frac{1}{2}$ NE $\frac{1}{4}$  of Section  
10, the SW $\frac{1}{4}$ SW $\frac{1}{4}$ , the E $\frac{1}{2}$ SW $\frac{1}{4}$ , the W $\frac{1}{2}$ SE $\frac{1}{4}$  and the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section  
2, all in Township 2 South, Range 70 West of the 6th P M

Whereas, said petitioner and said respondent are desirous  
that the estate taken in said lands described as said Tract No  
1 shall be modified as hereinafter specified

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by  
and between the parties hereto that the Petition in Condemnation,  
as amended, and the Decree on Declaration of Taking No 1, as  
amended, shall be amended so that all coal, oil and gas in the  
NW $\frac{1}{4}$ SW $\frac{1}{4}$  and the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 2, and the NE $\frac{1}{4}$ NW $\frac{1}{4}$  and NW $\frac{1}{4}$ NE $\frac{1}{4}$

of Section 10, and one-fourth of the coal oil and gas in the S $\frac{1}{4}$  of Section 3, the NE $\frac{1}{4}$ NE $\frac{1}{4}$  S $\frac{1}{4}$ NW $\frac{1}{4}$  and the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 10, all in Township 2 South, Range 70 West of the 6th P M shall be excluded from this proceeding and the ownership thereof, together with the right to mine and remove the same, shall be reverted in the said George S Lindsay against the petitioner, provided the exploration, mining, and development of said coal, oil and gas shall be subordinate to the rights of the United States to the use of the surface, and no exploration development, mining or production of coal, oil or gas shall be permitted which will unreasonably interfere with the use of the surface of the land by the United States, and thirty days' notice shall be given to the United States prior to the commencement of any mining activity or of any activity for the production of oil or gas by directional drilling from off-site

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that the sum of \$                      inclusive of interest, shall be in full satisfaction of and just compensation for the taking by the United States of America of said Tract No 1, as amended by this stipulation, except the hereinbefore described coal, oil, gas and other minerals not owned by this defendant at said time of taking by the United States

UNITED STATES OF AMERICA

By

United States Attorney for the  
District of Colorado

Assistant United States Attorney  
for the District of Colorado

Petitioner

George W Lindsay  
Respondent

THE UNITED STATES OF AMERICA

vs.

2,585 90 ACRES OF LAND, MORE OR  
LESS, SITUATE IN THE COUNTY OF  
JEFFERSON, STATE OF COLORADO;  
KATHERINE E CHURCH; GEORGE W  
LINDSAY; THE GREAT WESTERN RESER-  
VOIR AND CANAL COMPANY, a cor-  
poration, et al ,

AMENDMENT TO DECREE ON DECL OF  
TAKING NO. 1

CIVIL NO 3624

February 28, 1955

Respondents

That by the filing of the Amended Petition in Condemnation and the Declaration of Taking No 1 and the depositing in this Court to the use of the persons entitled thereto of the said amount of estimated compensation stated in Declaration of Taking No 1, title to the lands in fee simple absolute, became and thereby was condemned and taken for the use of the Government, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipe lines and subject to the existing rights of the Farmers' Reservoir and Irrigation Company to use Woman Creek for the conveyance of water across the land described as Tracts Nos 2 and 3, including the right of The Farmers' Reservoir and Irrigation Company, by giving appropriate advance notice to the Government, to have access to property for purpose of inspection and maintenance of Woman Creek; subject also to existing easements and rights of way of The Great Western Reservoir and Canal Company, a corporation, for the McKay and Zang Ditch, and its existing rights to convey water through said ditch and the natural channel of Walnut Creek across the lands described as Tracts Nos 1 and 2, including the right of the said The Great Western Reservoir and Canal Company, by giving appropriate advance notice to the representatives of the Government, to have access to the property for the purpose of inspection and maintenance of said ditch and channel of Walnut Creek

FEB 28 1955

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

*Walter Brennan*  
CLERK

THE UNITED STATES OF AMERICA,

Petitioner

v.

2,535.90 ACRES OF LAND, MORE OR  
LESS, SITUATE IN THE COUNTY OF  
JEFFERSON, STATE OF COLORADO;  
KATHERINE E. CHURCH; GEORGE W.  
LINDSAY; THE GREAT WESTERN RESER-  
VOIR AND CANAL COMPANY, a cor-  
poration, et al.,

Respondents

CIVIL NO. 3624

AMENDMENT TO DECREE ON DECLARATION  
OF TAKING NO. 1

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The above-entitled matter coming on for hearing upon stipulation be-  
tween the respondent, The Great Western Reservoir and Canal Company, a corpora-  
tion, and the United States of America, and the court being fully advised in  
the premises,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the Decree on Declaration of Taking No. 1 entered herein on  
December 13, 1951, as amended, be and hereby is further amended by substitut-  
ing for and in the place of paragraph numbered 1 on page 3 of said Decree on  
Declaration of Taking, the following paragraph, to-wit:

"1. That by the filing of the Amended Petition in Con-  
demnation and the Declaration of Taking No. 1 and the deposit-  
ing in this Court to the use of the persons entitled thereto  
of the said amount of estimated compensation stated in said  
Declaration of Taking No. 1, title to the lands situate in the  
County of Jefferson, State of Colorado, more particularly de-  
scribed in Schedule "A", a copy of which is attached hereto and  
made a part hereof by reference, in fee simple absolute, became  
and thereby was condemned and taken for the use of the United  
States of America, and that the title thereto in said lands in  
fee simple absolute, subject, however, to existing encumbrances for  
public roads and highways, public utilities, railroads and pipe

lines, and subject to the existing rights of the Farmers Reservoir and Irrigation Company, a corporation, to use Woman Creek for the conveyance of water across the land described as Tracts Nos 2 and 3, including the right of said The Farmers Reservoir and Irrigation Company, by giving appropriate advance notice to the representatives of the United States in charge of its project, to have access to said property for the purpose of inspection and maintenance of said Woman Creek, and subject also to the existing easements and rights of way of The Great Western Reservoir and Canal Company, a corporation, for the McKay and Lang Ditch, and its existing rights to convey water through said ditch and the natural channel of Walnut Creek across the lands described as Tracts Nos 1 and 2 in said Decree on Declaration of Taking No 1, including the right of the said The Great Western Reservoir and Canal Company, by giving appropriate advance notice to the representatives of the United States in charge of its project, to have access to said property for the purpose of inspection and maintenance of said ditch and said channel of Walnut Creek, became and thereby was vested in the United States of America "

2. That the existing easements and rights of way of The Great Western Reservoir and Canal Company, for the McKay and Lang Ditch and its existing rights to convey water through said ditch and the natural channel of Walnut Creek across the lands described as Tracts Nos 1 and 2 in the Amended Petition in Condemnation, as amended, filed herein, including the right of said The Great Western Reservoir and Canal Company, by giving appropriate advance notice to the representatives of the United States in charge of its project, to have access to said property for the purpose of inspection and maintenance of said ditch and said channel of Walnut Creek, be and hereby are dismissed from the above-entitled proceedings.

Done this 28 day of February, 1955

Best Available Copy

William Lee Knows  
District Judge

THE UNITED STATES OF AMERICA

ORDER GRANTING IMMEDIATE POSSESSION

vs.

CIVIL NO. 3624

July 10, 1951

2,587.56 ACRES OF LAND, MORE OR LESS,  
SITUATE IN THE COUNTY OF JEFFERSON,  
STATE OF COLORADO, BOARD OF COUNTY  
COMMISSIONERS OF THE COUNTY OF JEFFER-  
SON, COLORADO, a quasi-municipal  
corporation, UNION PACIFIC RAILROAD  
COMPANY, a corporation; KATHERINE E.  
CHURCH, FRANK J. EBERHARTER, GEORGE  
W. LINDSAY; MARGARET P. MUSGROVE,  
A. REAMER PATTEN, IVAN M. PATTEN;  
FRANK A. RODGERS, and their success-  
ors, assigns, conservators and spouses,  
if any there be, the above persons, if  
living, or, if deceased, their heirs  
at law, devisees, legatees, executors,  
and administrators, if any, all unknown  
persons who claim any interest in and  
to the subject matter of this action,

Respondents.

Orders, adjudges and decrees that any or all persons now in possession of or claiming any right to the possession of the land described are directed to deliver and surrender the full and complete possession thereof to the Government, and that the Government is granted leave to take immediate possession of said lands, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipe lines.

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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

THE UNITED STATES OF AMERICA,

Petitioner

CIVIL NO 3624

vs

2,587.56 ACRES OF LAND, MORE OR LESS,  
SITUATE IN THE COUNTY OF JEFFERSON,  
STATE OF COLORADO; BOARD OF COUNTY  
COMMISSIONERS OF THE COUNTY OF JEFFER-  
SON, COLORADO, a quasi-municipal  
corporation; UNION PACIFIC RAILROAD  
COMPANY, a corporation; KATHERINE E  
CHURCH; FRANK J EBENHARTER; GEORGE  
W. LINDSAY; MARGARET P. HUSGROVE;  
A REAMER PATTEN; IVAN M. PATTEN;  
FRANK A RODGERS; and their success-  
ors, assigns, conservators and spouses,  
if any there be; the above persons, if  
living, or, if deceased, their heirs  
at law, devisees, legatees, executors,  
and administrators, if any; all unknown  
persons who claim any interest in and  
to the subject matter of this action,

Respondents

ORDER GRANTING  
IMMEDIATE  
POSSESSION

On the 10th day of July, 1951, the United States of America, appearing by Max N Bulkeley, United States Attorney for the District of Colorado, and Clifford C Chittin, Assistant United States Attorney for the District of Colorado, presented its verified Petition in Condemnation in the above entitled proceeding in which it was prayed that this Court enter an order granting to the United States of America immediate possession of the land described in Schedule "A", attached hereto and made a part hereof by reference, for the use of the United States of America in connection with the Rocky Flats Area of the United States Atomic Energy Commission in Jefferson County, Colorado, and the Court being fully advised in the premises doth find:

That the Atomic Energy Commission of the United States of America, in pursuance of authority conferred upon it by law, has caused the said condemnation proceeding to be instituted in the name of the United States of America, seeking to acquire the absolute fee simple title to the lands described in said Schedule "A", subject, however, to existing easements for public roads

and highways, public utilities, railroads and pipe lines;

That in the opinion of the Atomic Energy Commission, the immediate possession and use of the lands described in said Schedule "A" are required for the purposes of the Atomic Energy Act of 1946;

That just and adequate provision has been made for the payment of just compensation for the said lands to the party or parties entitled thereto; and that pursuant to the provisions of Section 1813(b), Title 42 USC, the United States of America is entitled to the immediate possession of the lands described in said Schedule "A".

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that any or all persons now in possession of or claiming any right to the possession of the land described in Schedule "A", which is attached hereto and made a part hereof by reference, are directed to deliver and surrender the full and complete possession thereof to the United States of America, and that the United States of America is hereby granted leave to take immediate possession of said lands, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipe lines

Done on this 10th day of July, 1951

WILLIAM LEE KNOUS  
District Judge.

SCHEDULE "A"TRACT NO. 1

The South Half of Section 2; the South Half of Section 3; and the North Half of Section 10; all in Township 2 South, Range 70 West of the 6th P M, Jefferson County, Colorado; containing 960 acres, more or less.

TRACT NOS 2 AND 4Tract No. 2

The Northwest Quarter of Section 15; all of Section 11; the South Half of Section 10; also a strip of land in Section 9 described as beginning at the Southwest corner of Section 9, thence East along the South Section line of Section 9, to the Southeast corner of said Section, thence North along East section line 400 feet, thence Southwesterly to a point which point is 200 feet North and 721.5 feet West of the Southeast corner of Section 9, thence West parallel to the South section line to the West line of Section 9, thence South 200 feet to point of beginning; all in Township 2 South, Range 70 West of the 6th P. M, Jefferson County, Colorado; containing 1147.56 acres, more or less

Tract No. 4

The South half of the Northeast Quarter of Section 14; Township 2 South, Range 70 West of the 6th P M, Jefferson County, Colorado; containing 80 acres, more or less

TRACT NO. 3

The Northwest Quarter, and the North Half of the Northeast Quarter of Section 14; and the Northeast Quarter of Section 15; all in Township 2 South, Range 70 West of the 6th P M., Jefferson County, Colorado; containing 400 acres, more or less.

THE UNITED STATES OF AMERICA

vs.

STIPULATION, CIVIL NO. 3624

APPROVED JANUARY 1953

2,585.90 ACRES OF LAND, MORE OR  
LESS, SITUATE IN THE COUNTY OF  
JEFFERSON, STATE OF COLORADO,  
KATHERINE E. CHURCH, et al.,

**Respondents**

Relates to the continued use by The Farmers Reservoir and Irrigation Company of Woman Creek for the conveyance of water across Tracts Nos. 2 and 3 of the above suit. The estate taken in Tracts 2 and 3 under Declaration of Taking No. 1 is the fee simple title subject to existing easements for public roads and highways, public utilities, railroads and pipe lines. The Government has determined that the continued use of Woman Creek as contemplated by the proposed stipulation is satisfactory to it and is consistent with the security requirements of the project.

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO**

**THE UNITED STATES OF AMERICA,**

**Petitioner,**

**vs.**

**2,985.90 ACRES OF LAND, MORE OR  
LESS, SITUATE IN THE COUNTY OF  
JEFFERSON, STATE OF COLORADO;  
KATHLEEN E. CHURCH, et al.,**

**Respondents.**

**CIVIL NO. 3624**

**STIPULATION**

**Best Available Copy**

Come now the petitioner, the United States of America, and the respondent, the City and County of Denver acting by and through its Board of Water Commissioners, and

WHEREAS, The said respondent represents to the Court that it is the owner of a strip of land 150 feet wide in the West 1/2 of the Southwest 1/4 of Section 9, Township 2 South, Range 70 East of the 6th E.M., acquired by said respondent for and used for and in connection with what is commonly called the South Boulder Diversion Conduit, and

WHEREAS, The perpetual easement and right-of-way described as Tract A SE in the Amended Petition in Condemnation, as amended, and Decree on Declaration of Taking No. 2, as amended, covers said 150 foot strip of land so used by said respondent, and

WHEREAS, The petitioner has heretofore constructed, upon the portion of said strip so covered, a clear span concrete bridge across said South Boulder Diversion Conduit, in conformity with specifications approved by respondent, and a water intake structure for the purpose of taking water from said conduit in conformity with an agreement with respondent, and

WHEREAS, This petitioner and said respondent are desirous that said easement and right-of-way described as said Tract No. SE shall be subject to the use of said land by said respondent for said South Boulder Diversion Conduit as it now exists or may be enlarged, whether in its present form of an open canal or a closed conduit or conduits.

Now, BEFORE, IT IS HEREBY STIPULATED by and between the parties hereto that the Petition in Condemnation, as amended, and

Amendment to Decree on Declaration of Taking No. 2, as amended, shall be further amended so that the easement and right-of-way therein described as Tract No. 22 shall be subject to the use of said land by the City and County of Denver acting by and through the Board of Water Commissioners, for the South Boulder Diversion Conduit as it now exists or may be enlarged, whether in the present form of an open canal or a closed conduit or conduits.

It is mutually understood and agreed by and between the parties hereto that the petitioner shall not alter said existing structures or place any additional structures upon said portion of the 120 foot strip without the prior approval of said respondent.

The parties hereto hereby consent to the entering by this Court of all orders, judgments and decrees necessary and appropriate to effectuate this stipulation and agreement.

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THE UNITED STATES OF AMERICA

By \_\_\_\_\_  
United States Attorney  
for the District of Colorado

ATTEST:

CITY AND COUNTY OF DENVER, acting by and through its Board of Water Commissioners

/s/ E. L. MOSLEY  
Secretary

By /s/ A. P. GIBNEY  
Vice President

CCC/mb

THE UNITED STATES OF AMERICA

2,585.90 ACRES OF LAND, MORE OR  
LESS, SITUATE IN THE COUNTY OF  
JEFFERSON, STATE OF COLORADO;  
THE FARMERS RESERVOIR AND IRRI-  
GATION COMPANY, a corporation;  
et al.,

**Respondents**

Secures dismissal from condemnation proceeding of  
conveyance of water across Tracts 2 and 3 via  
Woman Creek and gives Farmers' Reservoir and  
Irrigation Company access to property by giving  
appropriate advance notice to the Government for  
purpose of inspection and maintenance of Woman  
Creek.

AMENDMENT TO ORDER ON DECL. OF  
TAKING NO. 1

CIVIL NO. 322

June 4, 1953

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U. S. DISTRICT COURT  
D. C. DISTRICT OF COLUMBIA  
June 4, 1902  
C. WILSON BROWN

Clerk

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

THE UNITED STATES OF AMERICA,

vs.  
J. W. BROWN, JR.,  
JAMES BROWN, JR.,  
THE FARMERS' INDEPENDENT AND  
GATION COMPANY, a corporation,  
et al.,

Respondents.

Best Available Copy

The above-entitled matter coming on for hearing upon application between the respondent, the Farmers' Independent and Gation Company, and the petitioner, the United States of America, and the Court being fully advised in the premises,

NOW, THEREFORE, IT IS ORDERED AND DECREED, ADJUDGED AND DECREED

1. That the Decree on Declaration of Taking No. 1 entered herein on December 12, 1901, be and hereby is amended by substituting for and in the place of paragraph numbered 1 on page 2 of said Decree on Declaration of Taking, the following paragraph, to-wit:

"1. That by the filing of the amended petition in continuation and the Declaration of Taking No. 1 and the depositing in this Court to the use of the persons entitled thereto of the said amount of money noted compensation stated in said Declaration of Taking No. 1 to the said persons in the County of Jefferson, State of Kentucky, more particularly described in Schedule A, a copy of which is attached hereto and was a part of the record in this case, the said persons, James B. Brown, Jr., and the Farmers' Independent and Gation Company, et al., have been fully compensated for the use of the said land and the Court is of the opinion that the said persons are entitled to the said money, which, subject to the payment of the same, is hereby ordered to be paid to the said persons."

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public roads and highways, public utilities, railroads and pipe lines, and subject to the existing rights of the Farmers Reservoir and Irrigation Company, a corporation, to use Warm Creek for the convenience of Water across the land described as Tracts Nos. 2 and 3, including the right of said the Farmers Reservoir and Irrigation Company, by giving appropriate advance notice to the representatives of the United States in charge of the project, to have access to said property for the purpose of inspection and maintenance of said Warm Creek, to and hereby are limited from the above-mentioned proceedings.

2. That the existing rights of the Farmers Reservoir and Irrigation Company to use Warm Creek for the convenience of said water on the land described as Tracts Nos. 2 and 3 in the Amended Petition in Confirmation filed herein, including the right of said the Farmers Reservoir and Irrigation Company by giving appropriate advance notice to the representatives of the United States in charge of the project, to have access to said property for the purpose of inspection and maintenance of said Warm Creek, to and hereby are limited from the above-mentioned proceedings.

Done this 21st day of June, 1934.

UNITED STATES OF AMERICA

vs

2,585.90 ACRES OF LAND, MORE OR  
LESS, SITUATE IN THE COUNTY OF  
JEFFERSON, STATE OF COLORADO,  
KATHERINE E. CHURCH, MARCUS F  
CHURCH, et al ,

AMENDMENT TO DECREE ON DECL.  
OF TAKING NO. 1

CIVIL NO. 3624

May 2, 1955

Respondents

Described easements and rights of Katherine E Church  
and Marcus F. Church to use Woman Creek and ditches extending thereto  
and therefrom, together with the coal in the S $\frac{1}{2}$  of Section 10  
of Tract No 2 and all coal in the land described as Tract No. 4,  
subject to the restrictions and limitations upon exploration,  
mining, development and production, and all oil and gas in the  
lands described as Tracts Nos 2 and 4, subject to the restrictions and  
limitations upon exploration, development and production set forth  
above, be dismissed from the proceeding, and the title be revested  
in Katherine F Church.

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

**FILED**  
United States District Court  
Denver Colorado

MAY 2 1955

*Swatton Banner*  
CLERK

UNITED STATES OF AMERICA,

Petitioner

v.

2,585.90 ACRES OF LAND, MORE OR  
LESS, SITUATE IN THE COUNTY OF  
JEFFERSON, STATE OF COLORADO;  
KATHERINE K. CHURCH; MARCUS F.  
CHURCH, et al.,

Respondents

CIVIL NO. 3624

AMENDMENT TO DECREE ON DECLARATION  
OF TAKING NO. 1

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The above-entitled matter coming on for hearing upon stipulation between the petitioner United States of America, and the respondents Katherine K. Church and Marcus F. Church, and the court being fully advised in the premises,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the Decree on Declaration of Taking No. 1 entered herein on December 13, 1951, as amended, be and hereby is further amended by substituting for and in the place of paragraph numbered 1 on page 3 of said Decree on Declaration of Taking, the following paragraph, to-wit:

1. That by the filing of the Amended Petition in Condemnation and the Declaration of Taking No. 1 and the depositing in this Court to the use of the persons entitled thereto of the said amount of estimated compensation stated in said Declaration of Taking No. 1, title to the lands situate in the County of Jefferson, State of Colorado, more particularly described in Schedule "A", a copy of which is attached hereto and made a part hereof by reference, in fee simple absolute, became and thereby was condemned and taken for the use of the United States of America, and that the title thereto in said lands in fee simple absolute, subject, however, to existing encumbrances for public roads and highways, public utilities, railroads and pipe lines; subject to the existing rights of the Farmers Reservoir and Irrigation Company, a corporation, to use Woman Creek for the conveyance of water across the land described as Tracts Nos. 2 and 3, including the right of said The Farmers Reservoir and Irrigation Company, by giving

appropriate advance notice to the representatives of the United States in charge of its project, to have access to said property for the purpose of inspection and maintenance of said Woman Creek; subject to the existing easements and rights of way of The Great Western Reservoir and Canal Company, a corporation, for the McKay and Yang Ditch, and its existing rights to convey water through said ditch and the natural channel of Walnut Creek across the lands described as Tracts Nos. 1 and 2 in said Declaration of Taking No. 1, including the right of the said The Great Western Reservoir and Canal Company, by giving appropriate advance notice to the representatives of the United States in charge of its project, to have access to said property for the purpose of inspection and maintenance of said ditch and said channel of Walnut Creek; subject to the easements and rights of the defendants Katherine F. Church and Marcus F. Church to use Woman Creek and ditches extending thereto or therefrom for the transportation and conveyance of water, and said defendants shall have a reasonable right of access to said property for the purpose of inspection, operation and maintenance of Woman Creek and said ditches, subject to such rules and regulations, promulgated by plaintiff from time to time, reasonably to protect the security and interests of the United States; subject to all coal in the south half (S $\frac{1}{2}$ ) of Section 10 of Tract 2, <sup>Church</sup> and all coal in Tract 4, together with the right to mine and remove the same, provided the exploration, mining and development of said coal shall be subordinate to the rights of the United States to the use of the surface, and no exploration, mining, development, and production of coal shall be permitted from the surface of the aforedescribed land and no underground exploration, mining, develop- ment shall be permitted which will unreasonably interfere with the use of the surface of the said land by the United States, and thirty days' notice shall be given to the United States prior to the commencement of any mining activity; subject to all oil and gas in the lands described as Tracts Nos. 2 and 4, <sup>Church</sup> together with the right to produce and remove the same, provided the exploration

development, and production of said oil and gas shall be subordinate to the rights of the United States to the use of the surface, and no exploration, development, and production of oil or gas shall be permitted from the surface, and no exploration, development or production of oil or gas shall be permitted which will unreasonably interfere with the use of the surface of the land by the United States, and thirty days' notice shall be given to the United States prior to the commencement of any activity for the production of oil or gas by directional drilling from off-site; because and thereby was consumed and taken for the use of the United States of America, and that the title thereto became and thereby was vested in the United States of America."

2. That the above-described easements and rights of Katherine E. Church and Marcus F. Church to use Woman Creek and ditches extending thereto and therefrom, together with the coal in the South half (S $\frac{1}{2}$ ) of Section 10 of Tract No. 2 and all coal in the land described as Tract No. 4, subject to the restrictions and limitations upon exploration, mining, development and production set forth above, and all oil and gas in the lands described as Tracts Nos. 2 and 4, subject to the restrictions and limitations upon exploration, development and production set forth above, be and hereby are dismissed from the above-entitled proceeding, and that title to the same be and hereby is re-vested in Katherine E. Church against the petitioner.

Done this 2 day of <sup>May</sup> ~~April~~ 1955.

William Lee Knous

District Judge

APPROVED:

Fairfield Woods

by James A. Woods

Frank Wanner by J. A. Woods

Attorneys for Katherine E. Church and  
Marcus F. Church

THE UNITED STATES OF AMERICA

vs.

2,585.90 ACRES OF LAND, MORE  
OR LESS, SITUATE IN THE COUNTY  
OF JEFFERSON, STATE OF COLORADO,  
KATHERINE E. CHURCH, MARCUS F. CHURCH,  
et al.,

Respondents

THE UNITED STATES OF AMERICA

vs.

6 11 ACRES OF LAND, MORE OR  
LESS, SITUATE IN THE COUNTY OF  
JEFFERSON, STATE OF COLORADO,  
KATHERINE E. CHURCH, MARCUS F.  
CHURCH, et al.,

Defendants

Stipulation for additional provisions to be incorporated in proposed stipulation. Grants to defendants right to build at their own expense upon lands taken by Government, location, etc. to be approved by Government, two automobile crossings, a cattle guard, 2 railroad sidings, a water pipe line, a water ditch from end of existing ditch running from Woman Creek. Right of defendants, re Tracts 2 and 4, in and to coal underlying those tracts by offsite operations and a 30-day notice (subject to reservation to U.P.R.R. Co. of coal underlying Section 11). Right of defendants, re Tracts 2, 4 and 5E, in and to the oil and gas underlying those tracts by directional drilling and a 30-day notice. That government estate taken be subject to existing easements and rights of defendants to use Woman Creek and ditches extending therefrom and thereto for transportation and conveyance of water and defendants shall have right of access to property for purpose of inspection and maintenance of Woman Creek and said ditches, provided appropriate advance notice is given to representatives of Government. Right of defendants, re Tracts 2, 4, 5E and perpetual easement, to sum of \$59,323 10, including interest, in full satisfaction and just compensation for the taking and perpetual easement. It is mutually understood that sums previously disbursed under order of the Court to defendants constitute partial ~~payment~~ payment of the just compensation.

STIPULATION

CIVIL NOS. 3624 AND 3873

August 13, 1954

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

THE UNITED STATES OF AMERICA,  
Petitioner,

CIVIL NO. 3624

vs.

2,585.90 ACRES OF LAND, MORE OR  
LESS, SITUATE IN THE CITY  
OF JEFFERSON, STATE OF COLORADO;  
KATHERINE E. CHURCH; MARCUS F  
CHURCH, et al.,

Respondents.

THE UNITED STATES OF AMERICA,  
Plaintiff,

CIVIL NO. 3673

vs.

6 11 ACRES OF LAND, MORE OR  
LESS, SITUATE IN THE CITY OF  
JEFFERSON, STATE OF COLORADO;  
KATHERINE E. CHURCH; MARCUS F  
CHURCH, et al.,

Defendants.

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STIPULATION

COMES NOW the United States of America, petitioner and plaintiff  
respectively in the above-entitled cases, hereinafter referred to as  
plaintiff, and Katherine E. Church and Marcus F. Church, respondents and  
defendants respectively in the above-entitled cases, hereinafter referred  
to as defendants; and

WHEREAS, the defendants represent and show unto the Court that at  
the time of taking by the United States of America of the fee title to  
the lands described as Tracts Nos. 2 and 4, and the perpetual easement  
described as Tract No. 58 in the Petition in Condemnation, as amended, and  
orders on Declaration of Taking Nos. 1 and 2, as amended, in Condemnation  
Suit No. 3624, and of the perpetual easement which is the subject matter of  
Condemnation Suit No. 3673, the said Marcus F. Church was the lessee and  
the said Katherine E. Church the record owner of said lands and interests

therein subject to the reservation to the Union Pacific Railroad Company, a corporation, of the coal underlying Section 11, and the Northwest quarter of Section 15 of said Tract No. 2, said Tract No. 52, and the land embraced in Condemnation Suit No. 3873.

WHEREAS, said plaintiff and said defendants are desirous that the estate taken in said lands shall be notified as hereinafter specified.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the parties hereto that the Petition in Condemnation, as amended, and Decree on Declaration of Taking No. 1, as amended, in Condemnation Suit No. 3624, shall be amended so that all coal in the South half (5½) of Section 20 of Tract 2, and all coal in Tract 4 shall be excluded from said proceedings and the ownership thereof, together with the right to mine and remove the same, shall be re-vested in the said Katherine E. Church against the plaintiff, provided the exploration, mining, and development of said coal shall be subordinate to the rights of the United States to the use of the surface, and no exploration, mining, development, and production of coal shall be permitted from the surface of the aforescribed land and no underground exploration, mining, development or production of coal shall be permitted which will unreasonably interfere with the use of the surface of the said land by the United States, and thirty days' notice shall be given to the United States prior to the commencement of any mining activity.

IT IS FURTHER STIPULATED AND AGREED that the Petition in Condemnation, as amended, and Decrees on Declaration of Taking Nos. 1 and 2, as amended, in Condemnation Suit No. 3624, and the Complaint and Decree on Declaration of Taking in Condemnation Suit No. 3873, be amended so that all oil and gas in the lands described as Tracts Nos. 2, 4, and 52 in Condemnation Suit No. 3624, and the lands embraced in the perpetual easement described in Condemnation Suit No. 3873, shall be excluded from said proceedings and the ownership thereof, together with the right to produce and remove the same, shall be re-vested in the said Katherine E. Church against the plaintiff, provided the exploration, development, and production of said oil and gas shall be subordinate to the rights of the United States to the use of the surface, and no exploration, development, and production of oil or gas shall be permitted from the surface, and no exploration, development or production of oil or gas shall be permitted which will unreasonably interfere with the use of the surface of the land by the

United States, and thirty days' notice shall be given to the United States prior to the commencement of any activity for the production of oil or gas by directional drilling from off-site.

IT IS FURTHER STIPULATED AND AGREED that the Petition in Condemnation and Decree on Declaration of Taking No. 1 in Condemnation Suit No. 3624 be amended to make the estate taken therein subject to the easements and rights of the defendants to use Woman Creek and ditches extending thereto or therefrom for the transportation and conveyance of water, and said defendants shall have a reasonable right of access to said property for the purpose of inspection, operation and maintenance of Woman Creek and said ditches, subject to such rules and regulations, promulgated by plaintiff from time to time, reasonably to protect the security and interests of the United States.

IT IS FURTHER STIPULATED AND AGREED that said defendants are granted a license by the United States to build, at the expense of said defendants, upon the land taken by the United States from said defendants in the above-entitled actions, the following features which, except as to No. 6 hereof, shall be constructed in a good workmanlike manner in accordance with the then standards for like structures on comparable lines of the Denver & Rio Grande Railroad, provided that said license or any part thereof, as long as said land is owned by the United States, may be revoked by the United States at any time said license interferes with the use of said land by the United States, in which event said defendants shall have 30 days after written notice of such revocation in which to remove any and all structures erected by them in connection with said license:

1. An automobile crossing over the railroad spur belonging to the United States in Section 21 and south of State Road 72.
2. An automobile crossing over the railroad spur belonging to the United States in Section 21 and north of State Road 72.
3. A cattle guard at the south boundary of defendant's property in Section 21 at the point where the railroad spur belonging to the United States crosses said boundary.
4. Two railroad sidings connecting with the railroad spur owned by the United States at points in Section 21 and in Section 14, respectively, the latter of which may cross said Tract 32, the exact location and details of which shall be subject to the prior approval of the plaintiff and the construction of which shall be subject to inspection of plaintiff. Said

sidings shall be the property of defendants and may be operated by them to serve themselves and shippers and for the handling of business of others on said sidings or said railroad spur, subject to such rules and regulations promulgated by the plaintiff, from time to time, reasonably necessary to protect the security and interests of the United States. Defendants shall maintain said sidings at their own expense and shall, commencing with the construction thereof and thereafter as long as the same are used, pay a fair portion of the maintenance of said railroad spur, prorated on the basis of the relative tonnage hauled on that portion of the spur common to both users.

5. A water pipeline across the railroad spur and pipeline easement owned by the United States and under said spur and pipeline at a point south of the Rocky Flats Plant, the exact location and details of which shall be subject to the prior approval of the plaintiff and the construction of which shall be subject to inspection of plaintiff.

6. A water ditch in Section 14, for the purpose of connecting a point near defendants' existing corral in said section with defendants' existing ditch and extension thereof from Wagon Creek, which latter ditch and extension extends from Wagon Creek in Section 11, southeasterly across the north-east corner of Section 14, to a point in Section 13.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that the sum of \$69,323.10, inclusive of interest, shall be in full satisfaction of and just compensation for the taking by the United States of America of Tracts Nos. 2, 4 and 5E in Condemnation Suit No. 3654, and the perpetual easement, which is the subject matter of Condemnation Suit No. 3673, as amended by this stipulation.

This stipulation and agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

It is mutually understood between the parties hereto that the sum of \$29,936.00 heretofore disbursed under order of this Court to said defendants, constitutes partial payment of the just compensation herein stipulated.

It is further mutually understood that defendants have a revocable license for purposes of access between their land in the NW $\frac{1}{4}$  of Section 14 and their land in the SE $\frac{1}{4}$  of said Section 14, all in T. 2 N., R. 70 E. of the 6th P.M., as shown by Exhibit A, attached hereto and made a part hereof. Said license may be revoked at any time it interferes with the use of the land by the United States; or its assigns, whose determination shall be conclusive.

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The parties hereto hereby consent to the entry by this Court of all orders, judgments and decrees necessary and appropriate to effectuate this stipulation and agreement.

UNITED STATES OF AMERICA,

vs \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Plaintiff.

APPROVED:

Fairfield and Woods

By Royal C. Rubright

Fred Wimmer (R.C.R.)  
Attorneys for Defendants.

Katherine E. Church  
Katherine E. Church

Marcus F. Church  
Marcus F. Church

Defendants.

UNITED STATES OF AMERICA

JUDGMENT

vs.

CIVIL NOS. 3624 & 3873

2,585.90 ACRES OF LAND, MORE  
OR LESS, SITUATE IN THE COUNTY  
OF JEFFERSON, STATE OF COLORADO,  
KATHERINE E. CHURCH, MARCUS F  
CHURCH, et al.,

May 2, 1955

Respondents

6 11 ACRES OF LAND, MORE OR  
LESS, SITUATE IN THE COUNTY OF  
JEFFERSON, STATE OF COLORADO,  
KATHERINE E. CHURCH, MARCUS F  
CHURCH, et al.,

Defendants

That by stipulation the Government has granted to Katherine E. Church and Marcus F. Church, a license to build, at their own (defendants) expense 2 automobile crossings, a cattle guard, 2 railroad sidings, a water pipeline and a water ditch in Section 14 connecting with a ditch connecting with Woman Creek. By stipulation acknowledges and confirms to defendants a revocable license for access purposes between lands in SW $\frac{1}{4}$  of Section 14 and lands in S $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 14. That sum of \$69,323.10, inclusive of interest, is full and complete just compensation to owners and interested parties. That the Clerk of the Court pay to Katherine E. Church and Marcus F. Church the sum of \$490.98 in condemnation suit No. 3873 and the sum of \$920.00 from the money deposited with him in condemnation suit No. 3624. That judgment be entered against Government in favor of Katherine E. Church and Marcus F. Church for the sum of \$27,976.12.

MAY 2 1955

 IN THE UNITED STATES DISTRICT COURT  
 FOR THE DISTRICT OF COLORADO

*Swanton Benman*  
 CLERK

UNITED STATES OF AMERICA,

Petitioner

v.

CIVIL NO. 3624

 2,585 90 ACRES OF LAND, MORE  
 OR LESS, SITUATE IN THE COUNTY  
 OF JEFFERSON, STATE OF COLORADO;  
 KATHARINE F. CHURCH; MARCUS F.  
 CHURCH, et al,

Respondents.

UNITED STATES OF AMERICA,

Plaintiff

v.

CIVIL NO. 3873

 6 11 ACRES OF LAND, MORE OR  
 LESS, SITUATE IN THE COUNTY OF  
 JEFFERSON, STATE OF COLORADO;  
 KATHARINE E. CHURCH; MARCUS F.  
 CHURCH, et al,

Defendants

JUDGMENT

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The above-entitled matter coming on for hearing upon the stipulation between the United States of America, designated as petitioner in the above-entitled suit No. 3624, and as plaintiff in the above-entitled suit No. 3873, and Katherine F. Church and Marcus F. Church, designated as respondents in said suit No. 3624, and as defendants in said suit No. 3873, and the court being fully advised in the premises, DOTH FIND:

1. That the estate taken by petitioner in and to Tracts Nos. 2, 4 and 5-E of condemnation suit No. 3624 have been modified by amendment to decree on Declaration of Taking No. 1 and amendment to decree on Declaration of Taking No. 2, and that the estate taken for the perpetual easement which is the subject matter of condemnation suit No. 3873 has been modified by amendment to the decree on Declaration of Taking therein, all entered herein on this date upon stipulation between said United States and said Katherine E. Church and Marcus F. Church

2 That by said stipulation filed herein the said United States has

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granted to the said Katherine F. Church and Marcus F. Church, their heirs, executors, administrators and assigns, a license to build, at the expense of said defendants, upon the land taken by the United States from said defendants in the above-entitled actions, the following features which, except as to No. (6) hereof, shall be constructed in a good workmanlike manner in accordance with the then standards for like structures on comparable lines of the Denver & Rio Grande Railroad, provided that said license or any part thereof, as long as said land is owned by the United States, may be revoked by the United States at any time said license interferes with the use of said land by the United States, in which event said defendants shall have 30 days after written notice of such revocation in which to remove any and all structures erected by them in connection with said license;

(1) An automobile crossing over the railroad spur belonging to the United States in Section 21 and south of State Road 72

(2) An automobile crossing over the railroad spur belonging to the United States in Section 21 and north of State Road 72

(3) A cattle guard at the south boundary of defendant's property in Section 21 at the point where the railroad spur belonging to the United States crosses said boundary.

(4) Two railroad sidings connecting with the railroad spur owned by the United States at points in Section 21 and in Section 16, respectively, the latter of which may cross said Tract 5-K, the exact location and details of which shall be subject to the prior approval of the plaintiff and the construction of which shall be subject to inspection of plaintiff. Said sidings shall be the property of defendants and may be operated by them to serve themselves and shippers and for the handling of business of others on said sidings or said railroad spur, subject to such rules and regulations promulgated by the plaintiff, from time to time, reasonably necessary to protect the security and interests of the United States. Defendants shall maintain said sidings at their own expense and shall, commencing with the construction thereof and thereafter

as long as the same are used, pay a fair portion of the maintenance of said railroad spur, prorated on the basis of the relative tonnage hauled on that portion of the spur common to both users.

(5) A water pipeline across the railroad spur and pipeline easement owned by the United States and under said spur and pipeline at a point south of the Rocky Plate Plant, the exact location and details of which shall be subject to the prior approval of the plaintiff and the construction of which shall be subject to inspection of plaintiff

(6) A water ditch in Section 14, for the purpose of connecting a point near defendants' existing corral in said section with defendants' existing ditch and extension on thereof from Yorn Creek, which latter ditch and extension extends from Yorn Creek in Section 11, southeasterly across the northeast corner of Section 14, to a point in Section 13

3 That by said stipulation filed herein the United States acknowledged and confirmed unto said defendants, their heirs, executors, administrators, successors and assigns, a revocable license for purposes of access between their land in the NW 1/4 of Section 14, and their land in the SE 1/4 of said Section 14, all in T 2 S, R 70 W of the 6th Principal Meridian, as shown by Exhibit A, attached hereto and made a part hereof. Said license may be revoked at any time it interferes with the use of the land by the United States, or its assigns, whose determination shall be conclusive.

4 That the sum of \$67,323.10, inclusive of interest, is the full and complete just compensation to which the owners and interested parties are entitled for the taking by the United States of America of the lands described as Tracts Nos. 2 and 4 and the perpetual easement described as Tract No. 5 in the petition in condemnation, as amended, and decrees on Declaration of Taking, Nos. 1 and 2, as amended, in condemnation suit No. 3624, and of the perpetual easement which is the subject matter of condemnation suit No. 3873, as described in the complaint therein, as amended, and the decree on Declaration of Taking therein, as amended, subject to the reservation to the Union Pacific Railroad Company,

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a corporation, of the coal underlying Section 11 and the Northwest quarter of Section 15 of said Tract No. 2, said tract to be in condemnation suit No. 3624, and the land embraced in condemnation suit No. 3073, and subject to the licenses described in paragraphs 2 and 3 above

5 That the defendants Katherine F. Church and Marcus F. Church are the only persons entitled to said just compensation

6 That the United States deposited with the Clerk of this Court with its Declaration of Taking the sum of \$33,256.00 as the estimated just compensation for Tracts Nos. 2, 4 and 5-F in condemnation suit No. 3624; that under order of this Court \$29,936.00 of said sum was disbursed to the said Katherine F. Church and Marcus F. Church as partial payment of just compensation for said tracts; that there remains undisbursed in the registry of this Court the sum of \$920.00, which was deposited as estimated just compensation for that portion of Tract No. 4, which was dismissed from this proceeding upon stipulation between the United States and said respondents; that subsequently the United States deposited in the registry of this Court an additional \$10,000.00 as additional estimated just compensation for said Tracts Nos. 2, 4 and 5-F, and that said sum has been disbursed under order of this Court to said respondents; that the United States deposited with its Declaration of Taking in condemnation suit No. 3073 the sum of \$490.98 as the estimated just compensation for the perpetual easement which is the subject matter of said proceeding, and that said sum remains undisbursed in the registry of this court.

NOW, IT IS ORDERED, ADJUDGED AND DECREED:

1 That the Clerk of this Court pay to Katherine F. Church and Marcus F. Church the sum of \$490.98 in condemnation suit No. 3073, and the sum of \$920.00 from the money deposited with him in condemnation suit No. 3624

2 That judgment be and hereby is entered against the United States of America and in favor of Katherine F. Church and Marcus F. Church for the sum of \$27,976.12.

Done this 2 day of May 1955.

William Lee Knorr

District Judge

APPROVED:

Paul H. Woods

by James A. Woods

Fred Wanner by J. A. Woods

Attorneys for Katherine F. Church  
and Marcus F. Church

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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

THE UNITED STATES OF AMERICA,  
Petitioner,

CIVIL NO. 3624

vs.

2,585.90 ACRES OF LAND, MORE  
OR LESS, SITUATE IN THE COUNTY  
OF JEFFERSON, STATE OF COLORADO;  
KATHERINE E. CHURCH; MARCUS F.  
CHURCH, et al.,

Respondents

THE UNITED STATES OF AMERICA,  
Plaintiff,

CIVIL NO. 3873

vs.

6.11 ACRES OF LAND, MORE OR  
LESS, SITUATE IN THE COUNTY OF  
JEFFERSON, STATE OF COLORADO;  
KATHERINE E. CHURCH; MARCUS F.  
CHURCH, et al.,

Defendants.

EXPLANATION

COME NOW the United States of America, petitioner and plaintiff  
respectively in the above-entitled cases, hereinafter referred to as  
plaintiff, and Katherine E. Church and Marcus F. Church, respondents and  
defendants respectively in the above-entitled cases, hereinafter referred  
to as defendants; and

WHEREAS, the defendants represent and show unto the Court that  
at the time of taking by the United States of America of the fee title to  
the lands described as Tracts Nos. 2 and 4, and the perpetual easement  
described as Tract No 5H in the Petition in Condemnation, as amended, and  
Decrees on Declaration of Taking Nos 1 and 2, as amended, in Condemnation  
Suit No 3624, and of the perpetual easement which is the subject matter of  
Condemnation Suit No 3873, they were the record owners of said lands sub-  
ject to the reservation to the Union Pacific Railroad Company of the coal  
underlying Section 11, and the Northeast quarter of Section 15 of said

RFFD  
This was previously sent to  
Marionadeke from SGO  
Legal on June 4, 1954  
without copy to RFFD  
yfn  
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Tract 146

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Sec 10 & 11

S 1/2 of NE 1/4 Sec 14 80A)

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Tract No. 2, said Tract No. 5E, and the land embraced in Condemnation Suit No. 3873.

WHEREAS, said plaintiff and said defendants are desirous that the estate taken in said lands shall be modified as hereinafter specified.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the parties hereto that the Petition in Condemnation, as amended, and Decree on Declaration of Taking No. 1, as amended, in Condemnation Suit No. 3684, shall be amended so that the estate in and to the lands described as said Tracts Nos. 2 and 4 shall be subject to all rights of the defendants in and to the coal underlying the South half of Section 10 of said Tract No. 2, and the land embraced in said Tract No. 4, the exploration, mining, and development of which shall be subordinate to the rights of the United States to the use of the surface, and no exploration, mining, development, and production of coal shall be permitted from the surface of the afore-described land and no under ground exploration, mining, development or production of coal shall be permitted which will interfere with the use of the surface of the land by the United States, and that thirty days' notice shall be given to the United States prior to the commencement of any mining activity.

IT IS FURTHER STIPULATED AND AGREED that the Petition in Condemnation, as amended, and Decrees on Declaration of Taking Nos. 1 and 2, as amended, in Condemnation Suit No. 3684, and the Complaint and Decree on Declaration of Taking in Condemnation Suit No. 3873, be amended so that the estate taken in and to the lands described as Tracts Nos. 2, 4, and 5E in Condemnation Suit No. 3684, and the perpetual easement described in Condemnation Suit No. 3873, shall be subject to the rights of said defendants in and to the oil and gas underlying said lands, the exploration, development, and production of which shall be subordinated to the rights of the United States to the use of the surface, and no exploration, development, and production of oil or gas shall be permitted from the surface, of the afore-described land, and no exploration, development or production of oil or gas shall be permitted which will interfere with the use of the surface of the land by

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the United States, and that thirty days' notice shall be given to the United States prior to the commencement of any activity for the production of oil or gas by directional drilling from off-site

IT IS FURTHER STIPULATED AND AGREED that the Petition in Condemnation and Decree on Declaration of Taking No. 1 in Condemnation Suit No. 3684, be amended to make the estate taken therein subject to any easements or rights of the defendants which may exist to use Woman Creek and ditches extending therefrom for the transportation and conveyance of water, and said defendants shall have the right of access to said property for the purpose of inspection and maintenance of Woman Creek and said ditches, provided appropriate advance notice is given to the representatives of the United States in charge of its project

IT IS FURTHER STIPULATED AND AGREED that said defendants are granted a revocable license by the United States to build, at the expense of said defendants, upon the land taken by the United States from said defendants in the above-entitled actions, the following features, the exact locations and details of which are subject to the prior approval of the United States and the construction of which is subject to the inspection of the United States:

1 An automobile crossing over the railroad spur belonging to the United States in Section 21 and South of State Road 72

2 An automobile crossing over the railroad spur belonging to the United States in Section 21 and North of State Road 72.

3 A cattle guard at South boundary of the land now owned by defendants in Section 21 at the point where the railroad spur belonging to the United States crosses said boundary

4. A railroad siding connecting with the railroad spur owned by the United States at a point in Section 21 and at a point in Section 16. On and after the construction of such a railroad siding, it is mutually understood that said defendants shall pay a portion of the maintenance costs of the railroad spur owned by the United States pro-rated on the basis of relative use of that portion of the spur common to both users.

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5. A water pipe line across the railroad spur and water pipe line easement owned by the United States and under said spur and water pipe line at a point South of the Rocky Flints Plant.

6. A water ditch in Section 14 to a point near the existing canal, owned by the defendants, in Section 13 from an extension of the existing water ditch running from Homan Creek in Section 11 easterly to a point in Section 13

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that the sum of \$68,500 00, inclusive of interest, shall be in full satisfaction of and just compensation for the taking by the United States of America of Tracts Nos 2, 4, and 5E in Condemnation Suit No. 3624, and the perpetual easement, which is the subject matter of Condemnation Suit No. 3673, as amended herein by stipulation, together with and including all appurtenances thereto belonging. It is mutually understood between the parties hereto that the sums heretofore disbursed under order of this Court to said defendants, constitute partial payment of the just compensation herein stipulated.

The parties hereto consent to the entry by this Court of all orders, judgments and decrees necessary and appropriate to effectuate this stipulation and agreement.

UNITED STATES OF AMERICA

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Plaintiff.

APPROVED:

\_\_\_\_\_

Katherine F Church

Attorneys for Defendants

Marcus F Church

Defendants.

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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

NO  
M2  
THE UNITED STATES OF AMERICA,

Petitioner,

CIVIL NO. 3624

vs.

2,585.90 ACRES OF LAND, MORE  
OR LESS, SITUATE IN THE COUNTY  
OF JEFFERSON, STATE OF COLORADO;  
KATHERINE E. CHURCH; MARCUS F  
CHURCH, et al ,

Respondents

THE UNITED STATES OF AMERICA,

Plaintiff,

CIVIL NO. 3673

vs.

6 11 ACRES OF LAND, MORE OR  
LESS, SITUATE IN THE COUNTY OF  
JEFFERSON, STATE OF COLORADO;  
KATHERINE E. CHURCH; MARCUS F  
CHURCH, et al ,

Defendants

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**STIPULATION**

COME NOW the United States of America, petitioner and plaintiff  
respectively in the above-entitled cases, hereinafter referred to as  
plaintiff, and Katherine E. Church and Marcus F Church, respondents and  
defendants respectively in the above-entitled cases, hereinafter referred  
to as defendants; and

WHEREAS, the defendants represent and show unto the Court that  
at the time of taking by the United States of America of the fee title to  
the lands described as Tracts Nos. 2 and 4, and the perpetual easement  
described as Tract No. 3E in the Petition in Condemnation, as amended, and  
Decrees on Declaration of Taking Nos. 1 and 2, as amended, in Condemnation  
Suit No 3624, and of the perpetual easement which is the subject matter of

Condemnation Suit No. 3873, they were the record owners of said lands subject to the reservation to the Union Pacific Railroad Company of the coal underlying Section 11, and the Northwest quarter of Section 15 of said Tract No. 2, said Tract No. 5B, and the land embraced in Condemnation Suit No. 3873.

WHEREAS, said plaintiff and said defendants are desirous that the estate taken in said lands shall be modified as hereinafter specified.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the parties hereto that the Petition in Condemnation, as amended, and Decree on Declaration of Taking No. 1, as amended, in Condemnation Suit No. 3624, shall be amended so that the estate in and to the lands described as said Tracts Nos. 2 and 4 shall be subject to all rights of the defendants in and to the coal underlying the South half of Section 10 of Said Tract No. 2, and the land embraced in said Tract No. 4, the exploration, mining, and development of which shall be subordinate to the rights of the United States to the use of the surface, and no exploration, mining, development, and production of coal shall be permitted from the surface and no under ground exploration, mining, development or production of coal shall be permitted which will interfere with the surface of the land by the United States, and that thirty days' notice shall be given to the Government prior to the commencement of any mining activity.

IT IS FURTHER STIPULATED AND AGREED that the Petition in Condemnation, as amended, and Decrees on Declaration of Taking Nos 1 and 2, as amended, in Condemnation Suit No. 3624, and the Complaint and Decree on Declaration of Taking in Condemnation Suit No. 3873, be amended so that the estate taken

in and to the lands described as Tracts Nos. 2, 4, and SE in Condemnation Suit No. 3624, and the perpetual easement described in Condemnation Suit No. 3673, shall be subject to the rights of said defendants in and to the oil and gas underlying said lands, the exploration, development, and production of which shall <sup>be</sup> subordinated to the rights of the United States to the use of the surface, and no exploration, development, and production of oil or gas shall be permitted from the surface, and no exploration, development or production of oil shall be permitted which will interfere with the use of the surface of the land by the United States, and that thirty days' notice shall be given to the United States of any activity for the production of oil or gas by directional drilling from off-site

IT IS FURTHER STIPULATED AND AGREED that the Petition in Condemnation and Decree on Declaration of Taking No. 1 in Condemnation Suit No. 3624, be amended to make the estate taken therein subject to the existing easements and rights of the defendants to use Woman Creek and ditches extending therefrom for the transportation and conveyance of water, and said defendants shall have the right of access to said property for the purpose of inspection and maintenance of Woman Creek and said ditches, provided appropriate advance notice is given to the representatives of the United States in charge of its project

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that the sum of \$68,500.00, inclusive of interest, shall be in full satisfaction of and just compensation for the taking by the United States of America of Tracts Nos. 2, 4, and SE in Condemnation Suit No. 3624, and the perpetual easement, which is the subject matter of Condemnation Suit No. 3673,

Best Available Copy

as amended herein by stipulation, together with and including all appurtenances thereunto belonging. It is mutually understood between the parties hereto that the sums heretofore disbursed under order of this Court to said defendants, constitute partial payment of the just compensation herein stipulated.

The parties hereto consent to the entry by this Court of all orders, judgments and decrees necessary and appropriate to effectuate this stipulation and agreement.

UNITED STATES OF AMERICA

By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Plaintiff.

APPROVED:

\_\_\_\_\_  
\_\_\_\_\_  
Attorneys for Defendants

\_\_\_\_\_  
Katherine E Church  
\_\_\_\_\_  
Marcus F Church  
Defendants

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January 21, 1957

RJL:WLS  
33-6-224-1  
33-6-224-2

bkw

REGISTERED

Honorable Lewis L. Strauss  
Chairman  
United States Atomic Energy Commission  
Washington 25, D. C.

My dear Mr. Chairman:

I have examined the evidence of title and the transcripts of record in the condemnation proceedings entitled United States of America v. 2,585.90 acres of land, more or less, in Jefferson County, Colorado, et al., Civil No. 3624, and United States of America v. 6.11 acres of land, more or less, in Jefferson County, Colorado, and the Board of County Commissioners, et al., Civil No. 3873, in the United States District Court for the District of Colorado, pertaining to the acquisition of Tracts Nos. 2, 4, 5E and 12E of the Rocky Flats project.

The land is more fully described in the declarations of taking and the amendments thereto.

The evidence of title was prepared by The Title Guaranty Company of Denver, Colorado, and is satisfactory in form.

By judgment dated May 2, 1955, just compensation was determined to be the sum of \$69,323.10, which amount has now been deposited into the registry of the court. The sum of \$2,400.00, deposited as a portion of the estimated compensation for Tract No. 2, was allocated to the mineral rights of the Union Pacific Railroad Company, which rights were excluded from the proceeding by stipulation. Accordingly, there is enclosed check No. 3109 dated Dec. 11, 1956, in the sum of \$2,400.00, drawn on the First National Bank of Denver, Colorado, and payable to the Treasurer of the United States, representing a refund of this compensation, together with a certified copy of an order of court dated December 10, 1956, directing the refund of the compensation.

Encl 7

this letter is in RFP Land Acquisition File  
Aug 1951 - Dec 1951

33-6-224-1  
33-6-224-2

-2-

The condemnation proceeding has been regularly conducted, the judgment is satisfied and a valid fee simple title to Tracts Nos. 2 and 4; easements for an access road, railroad, electric transmission line, telephone line and water pipeline as to Tract No. 5E; easements for a pipeline and railroad spur track as to Tract No. 124, all as more fully set forth in the declarations of taking and amendments thereto, is vested in the United States of America, subject to the exceptions and reservations set forth in the final judgment, the mining rights of the railroad company and water rights of various defendants more fully described in stipulations filed in this proceeding excluding the rights.

Also enclosed are one certified copy each of amendments to the judgments on declarations of taking, a stipulation and a judgment dated October 12, 1956, excluding the rights of the Union Pacific Railroad Company. The evidence of title, copies of the stipulations, and a copy of the judgment have previously been furnished your Department.

NOT  
IN RFP FILE

Sincerely yours,

Attorney General

Enclosures

Check for \$2,400.00  
is enclosed

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THE UNITED STATES OF AMERICA

vs.

2,585.90 ACRES OF LAND, MORE OR  
LESS, SITUATE IN THE COUNTY OF  
JEFFERSON, STATE OF COLORADO,  
et al.,

AMENDED JUDGMENT  
(TRACT NO. 3)

CIVIL NO. 3624

June 4, 1953

**Respondents**

Above entitled matter coming on for hearing to determine  
the just compensation to which the respondents, Frank A.  
Rodgers and Carrie M. Rodgers are entitled for the following:

The NW  $\frac{1}{4}$ , and the N $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of Section 14; and the  
NE  $\frac{1}{4}$  of Section 15; all in T2S, R70W of the 6th P.M.,  
Jefferson County, Colorado, containing 400 acres, more  
or less. Judgment entered against the U.S. of America and  
in favor of Frank A. Rodgers and Carrie M. Rodgers in the  
sum of \$40,016.00, together with interest thereon at the  
rate of six percent per annum from July 10, 1951. Total  
Sum \$49,216.00.

Best Available Copy

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

**FILED**  
United States District Court  
Denver Colorado

MAY 2 1955

*Walter Brennan*  
CLERK

UNITED STATES OF AMERICA,

Plaintiff

v.

6.11 ACRES OF LAND, MORE OR LESS,  
SITUATE IN THE COUNTY OF JEFFERSON,  
STATE OF COLORADO; KATHERINE E.  
CHURCH; MARCUS F. CHURCH, et al.,

Defendants

CIVIL NO. 3873

AMENDMENT TO DECREE ON  
DECLARATION OF TAKING

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The above-entitled matter coming on for hearing upon stipulation between the plaintiff United States of America, and the defendants Katherine E. Church and Marcus F. Church, and the court being fully advised in the premises;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the Decree on Declaration of Taking entered herein on July 21, 1952, be and hereby is amended by substituting for and in the place of paragraph numbered 1 following the clause "WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:" in said Decree on Declaration of Taking, the following paragraph, to-wit:

"1. That by the filing of the Complaint in Condemnation and the Declaration of Taking, and the depositing in this Court to the use of the persons entitled thereto of the said amount of estimated compensation stated in said Declaration of Taking, title to a perpetual and assignable easement and right-of-way for the location, construction, operation and maintenance of a water pipeline and a railroad spur tract in, on, over and across the lands described in said Schedule A, attached hereto subject, however, to existing easements for public roads and highways, public utilities, railroads, pipelines and irrigation ditches, and subject to all oil and gas in said lands, together with the right to produce and remove the same, provided the exploration, development, and production of said oil and gas shall be subordinate to the rights of the United States to the use of the surface, and no exploration, development, and production of oil or gas shall be permitted from the surface,

and no exploration, development or production of oil or gas shall be permitted which will unreasonably interfere with the use of the surface of the land by the United States, and thirty days' notice shall be given to the United States prior to the commencement of any activity for the production of oil or gas by directional drilling from off-site, because and thereby was condemned and taken for the use of the United States of America, and that the title thereto because and thereby was vested in the United States of America."

2. That all oil and gas in the lands, which is the subject matter of the above-entitled proceeding, subject to the restrictions and limitations upon exploration, development and production set forth above, be and hereby are dismissed from the above-entitled proceeding, and that title to the same be and hereby is re-vested in Katherine E. Church against the plaintiff.

Done this 2 day of <sup>May</sup>~~April~~ 1955.

William Lee Zinn  
District Judge

APPROVED:

Fairfield Wood

by James A. Wood

Fred Wimmer by J. A. Wood

Attorneys for Katherine E. Church  
and Marcus F. Church

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FILED  
United States District Court  
Denver, Colorado  
Jun 4 1953  
G WALTER BOWMAN  
Clerk

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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

THE UNITED STATES OF AMERICA,	)	
	)	CIVIL NO 3624
Petitioner,	)	
	)	<u>AMENDED JUDGMENT</u>
vs	)	
	)	(Tract No 3)
2 585 90 ACRES OF LAND, MORE OR	)	
LESS, SITUATE IN THE COUNTY OF	)	
JEFFERSON STATE OF COLORADO,	)	
et al	)	
	)	
Respondents	)	

The above-entitled matter coming on for hearing upon the verdict of the jury empaneled to determine the just compensation to which the respondents Frank A Rodgers and Carrie M Rodgers are entitled for the taking by the United States of America of the following described property to-wit:

The Northwest Quarter and the North Half of the Northeast Quarter of Section 14; and the Northeast Quarter of Section 15; all in Township 2 South, Range 70 West of the 6th P M, Jefferson County, Colorado; containing 400 acres, more or less

and it appearing to the Court and the Court so finding;

1 That the petitioner the United States of America, filed a Petition in Condemnation herein on the 10th day of July, 1951, and that on the same date an order was entered herein granting to the petitioner the right to take immediate possession of said lands

2 That by Decree on Declaration of Taking No 1 entered on December 13 1951 title to the aforementioned property was vested in the United States of America in fee simple absolute subject, however, to existing easements for public roads and highways public utilities, railroads and pipelines

3 That said jury by its verdict on the 24th day of March, 1953 determined that the fair market value of the land so taken on July 10 1951 was the sum of \$42 219 00; and that the severance damage to other lands owned by Frank A Rodgers and Carrie M Rodgers by virtue

Best Available Copy

of said taking was the sum of \$6,997 00

4 That the total sum of \$49 216 00 is the full and complete just compensation to which the owners and persons interested therein are entitled for the taking of said property

5 That subject to the lien against the land embraced in said Tract No 3, existing at the time of the taking thereof by virtue of an amortization mortgage to the Federal Land Bank of Wichita, Wichita, Kansas, and subject to any lien for taxes at said time of taking against said land, the said Frank A Rodgers and Carrie M Rodgers are the only persons entitled to said just compensation

6 That the petitioner, the United States of America deposited in the registry of this court under Declaration of Taking No 1 filed herein the sum of \$9,200 00 as the estimated just compensation for the taking of said property and that said sum remains undischursed in the registry of this Court

NOW THEREFORE IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1 That said verdict be and hereby is confirmed

2 That the Clerk of this Court pay to Frank A Rodgers and Carrie M Rodgers the sum of \$9,200 00

3 That judgment be and hereby is entered against the United States of America and in favor of Frank A Rodgers and Carrie M Rodgers in the sum of \$40,016 00 together with interest thereon at the rate of six percent per annum from July 10, 1951 until paid together with interest at the rate of six percent per annum on the sum of \$9,200 00 from July 10, 1951, to December 13, 1951, and that said sum shall be subject to the lien of the amortization mortgage of the Federal Land Bank of Wichita, Wichita Kansas against the land embraced in said Tract No 3, existing at the time of taking thereof and subject to any lien for taxes against said land at said time of taking

Done this 4th day of June 1953

APPROVED:

/s/ Fred M Winner  
Fred M Winner

/s/ Anthony F Zarlengo  
Anthony F Zarlengo

/s/ William Lee Knous

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Frank A Rodgers and Carrie M Rodgers

Orders, adjudges and decrees that above spelled  
out excepted portion of said south half of the NE $\frac{1}{4}$   
of said Section 14 be and hereby is dismissed from the  
condemnation proceeding.

AMENDMENT TO DECREE ON DECL.  
OF TAKING NO. 1

CIVIL NO. 3624

April 23, 1953

Best Available Copy

U.S. DISTRICT COURT  
D. CO., Colorado  
Apr 23 1953  
G. WALTER BOWMAN  
Clerk

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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

THE UNITED STATES OF AMERICA,  
  
Petitioner,  
  
vs  
  
2 585 90 ACRES OF LAND, MORE OR  
LESS, SITUATE IN THE COUNTY OF  
JEFFERSON, STATE OF COLORADO;  
KATHERINE E CHURCH, et al .  
  
Respondents

CIVIL NO 3624  
  
AMENDMENT TO DECREE ON  
DECLARATION OF TAKING  
NO 1

Not Available now

The above entitled matter coming on for hearing upon stipu-  
lation between the respondents Katherine E Church and Marcus F  
Church and the petitioner, the United States of America, and the  
Court being fully advised in the premises,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED  
that the Decree on Declaration of Taking No 1, entered herein on  
December 13, 1951, be and hereby is amended by substituting for and  
in the place of the land description of Tract No 4, contained in  
Schedule "A", attached thereto, the following land description to-wit:

Tract No 4

The South half of the Northeast Quarter of Section 14  
Township 2 South, Range 70 West of the 6th P.M., Jefferson County,  
Colorado, except the following described portion thereof, to-wit:  
Beginning at the SW corner of the NE 1/4 of Section 14, Township  
2 South, Range 70 West of the 6th P M , which is a concrete monu-  
ment with a four inch C of E bronze disk stamped "P.O T. #1 South  
SE cor NW 1/4 Sec. 14, 1951"; thence N 01° 49' 21" W. a distance  
of 14 0 feet to a point; thence N 89° 54' 29" E a distance of 27 57  
feet to a point; thence N 62° 38' 17" E 2865.83 feet to a point;  
thence N 89° 46' 53" E 27.11 feet to a point on the East line of  
Section 14; thence S 01° 49' 21" E 1521 15 feet to the east quarter  
corner of Section 14 which is a concrete monument with a four inch  
C of E bronze disk stamped, "P.I. #1 S.E. Cor. NE 1/4 Sec. 14,  
1951"; thence S. 89° 46' 53" W 2640.00 feet to a concrete monument  
with a four inch C of E bronze disk stamped "P.O.T #1 South SE Cor.  
NW 1/4 Sec 14, 1951", which is the point of beginning; all bearings  
being referred to the true meridian at the Southwest corner of Sec-  
tion 8.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT the above  
excepted portion of said South half of the Northeast Quarter of said  
Section 14, be and hereby is dismissed from the above-entitled proceeding.

Done this 23rd day of April, 1953.

ccc/ch

/s/ William Lee Knows  
DISTRICT JUDGE.

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

THE UNITED STATES OF AMERICA	)	
	)	
Petitioner	)	CIVIL NO. 204
	)	
vs	)	<u>STIPULATED FOR DISMISSAL</u>
	)	<u>OF PORTION OF TRACT NO. 4</u>
2,550 ACRES OF LAND MORE OR	)	
LESS, SITUATE IN THE COUNTY OF	)	
JEFFERSON, STATE OF COLORADO,	)	
KATHERINE E. CHURCH, et al,	)	
	)	
Respondents	)	FILED IN 11/21/21

Come now the respondents Katherine F. Church and Marcus F. Church, and the petitioner, the United States of America; and

WHEREAS, Said respondents represent to the Court that the said Katherine F. Church was the record owner in fee of the property described as Tract No. 4 in the Petition in Condemnation, as amended, and the Declaration of Taking filed herein on the date title thereto vested in the United States of America, subject to the existing easements for public roads and highways, public utilities, railroads and pipe lines, by virtue of Declaration of Taking and Decree entered thereon on December 13, 1921, and that the said Katherine F. Church was and is a lessee upon said land, and

WHEREAS, Said respondents and the petitioner are desirous that the hereinafter described portion of said Tract No. 4 be dismissed from this proceeding;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the parties hereto that the following described portion of Tract No. 4 be dismissed from this proceeding, and that the Decree or Declaration of Taking No. 1 entered on December 13, 1921 be amended so as to exclude therefrom the following described portion of Tract No. 4 to-wit:

0 0 1 1

The parties hereto hereby consent to the entry by the court of all orders, judgments and decrees necessary and appropriate to carry out this stipulation and agreement.

17 \_\_\_\_\_  
United States Attorney  
for the District of Columbia

/s/ a c f f. (1) r c      - - -  
/a r c b f (1) u

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLORADO

UNITED STATES OF AMERICA,  
Plaintiff

vs

2,587 56 ACRES OF LAND, MORE OR LESS,  
SITUATE IN THE COUNTY OF JEFFERSON,  
STATE OF COLORADO BOARD OF COUNTY  
COMMISSIONERS OF THE COUNTY OF  
JEFFERSON, COLORADO, A QUASI-  
MUNICIPAL CORPORATION, ET AL,  
Respondents

DECLARATION OF TAKING NO 2

CIVIL ACTION NO 3624

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TO THE HONORABLE  
THE UNITED STATES DISTRICT COURT

I, the undersigned M W Boyer, General Manager of the United States Atomic Energy Commission, hereby make the following declaration by direction of the United States Atomic Energy Commission

1 (a) The lands described in Schedule 'A' and in the petition filed in the above entitled cause are taken pursuant to the Act of Congress approved August 1, 1888 (25 Stat 357 40 U S C 257), the Act of Congress approved February 26, 1931 (46 Stat 1421, 40 U S C 258a), and under the further authority of the Act of Congress approved August 1, 1946 (60 Stat 755, 42 U S C 1801 et seq) and the Act of Congress approved September 6 1950 (Public Law 759 - 81st Congress)

(b) The lands are being acquired for use of the United States of America in connection with the Rocky Flats Area of the United States Atomic Energy Commission, devoted to the conduct of experimental research, investigations, studies and tests in the field of Atomic Energy, and for such other uses as may be authorized by law

2 A description of the lands taken is set forth in Schedule 'A'

3 The estate in the lands hereby taken for public use is a perpetual and assignable easement and right of way for the location, construction, operation, maintenance and patrol of an access road in, on, over and across the lands described in Schedule "A", including, but not limited to, the right to enclose the lands with a fence and the right to construct and maintain on the lands a guardhouse or station house

4 A plan showing the lands taken is set forth in Schedule "B"

5 The sum of money estimated to be just compensation for the lands taken, with all buildings, improvements and appurtenances, including all interests hereby taken in the lands, is set forth in Schedule "A" This sum is deposited into the Court to the use of the persons entitled thereto The Atomic Energy Commission is of the opinion that the ultimate award for this taking will probably be within any limits prescribed by law as the price to be paid therefor

IN WITNESS WHEREOF the undersigned, the General Manager, United States Atomic Energy Commission, hereunto subscribes his name by direction of the United States Atomic Energy Commission, this 6th day of November, A D 1951 in the City of Washington, District of Columbia

(Signed)

M W BOYER  
General Manager

6 - C /

SCHEDULE A'

The land which is the subject matter of this Declaration of Taking aggregates 25.90 acres more or less situate in the County of Jefferson State of Colorado. A description of the land taken together with the name of the purported owner thereof and a statement of the sum estimated to be just compensation therefor is as follows:

TRACT 10 - L

DESCRIPTION

A tract of land in Section 9, Township 2 South, Range 70 West of the 6th P.M., Jefferson County, Colorado, described as follows: Beginning at the Southwest corner of said Section 9, thence East along the South line of Section 9, to the Southeast corner of said Section 9, thence North along the East line of said Section 9, a distance of 100 feet, thence Southwesterly to a point which point is 200 feet North and 721.5 feet West of the Southeast corner of said Section 9, thence West parallel to the South line to the West line of said Section 9, thence South 20 feet to the place of beginning, containing 25.90 acres more or less.

Name of Purported Owner	Katherine L. Church
Address of Purported Owner	Homestead, Colorado
Estimated Compensation	\$50.00

The gross sum estimated to be just compensation for the land hereby taken is \$390.00.

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UNITED STATES OF AMERICA,  
Plaintiff

vs.

DECLARATION OF TAKING NO. 2

2,587.56 ACRES OF LAND, MORE OR LESS,  
SITUATE IN THE COUNTY OF JEFFERSON,  
STATE OF COLORADO: BOARD OF COUNTY  
COMMISSIONERS OF THE COUNTY OF  
JEFFERSON, COLORADO, A QUASI-  
MUNICIPAL CORPORATION; ER AL,  
Respondents

CIVIL ACTION NO. 3624

TO THE HONORABLE  
THE UNITED STATES DISTRICT COURT:

The estate in the lands hereby taken for public use is a perpetual and assignable easement and right of way for the location, construction, operation, maintenance and patrol of an access road in, on, over and across the lands described in Schedule "A", including, but not limited to, the right to enclose the lands with a fence and the right to construct and maintain on the lands a guardhouse or station house.

JAN 7 1952

G. Walter Bowman  
CLERK

IN THE UNITED STATES DISTRICT COURT  
OF THE DISTRICT OF COLORADO

THE UNITED STATES OF AMERICA,

Petitioner,

vs.

2,229 A. OF LAND, THE CRIME,  
IN THE COUNTY OF JEFFERSON,  
STATE OF COLORADO; KATHLEEN F. CHURCH;  
PACIFIC L. & L. CO., a cor-  
poration; UNITED PACIFIC RAILROAD  
CO., a corporation; CITY AND COUNTY  
OF COLO., a municipal corpora-  
tion; CITY AND COUNTY OF DENVER, COLO.,  
a municipal corporation, acting through  
its Board of Water Commissioners; The  
UNITED STATES AIR AND CANAL  
CO., a corporation; PUBLIC SERVICE  
CO. OF COLO., a corporation;  
et al.,

Respondents.

CIVIL NO. 3624

DECREE ON  
DECLARATION OF  
TAKING NO. 2

Best Available Copy

THIS CAUSE coming on to be heard on this, the 2nd day of  
January, <sup>1952</sup>~~1951~~, the petitioner, the United States of America,  
appearing by Charles S. Vigil, United States Attorney for the District of  
Colorado, and Clifford C. Chittin, Assistant United States Attorney for  
the District of Colorado, upon the Amended Petition in Condemnation and  
Declaration of Taking No. 2 filed herein, and it appearing to the Court,  
and the Court so findings

I.

That the petitioner, the United States of America, has filed its  
petition in condemnation praying that certain lands therein described, situate  
in the County of Jefferson, State of Colorado, be condemned for the use of  
the United States of America in connection with the Rocky Flats Area of the  
United States Atomic Energy Commission.

II.

That the petitioner has filed in this cause, on the 2nd day of  
January, <sup>1952</sup>~~1951~~, a Declaration of Taking No. 2 covering a portion  
of the property described in petitioner's Petition in Condemnation, which

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G. W. B.

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said property is more particularly described in Schedule "A" attached to said Declaration of Taking No. 2, and that the said Declaration of Taking No. 2 is signed by M. W. Eyer, General Manager of the United States Atomic Energy Commission at the direction of the United States Atomic Energy Commission, which is the authority empowered by law to acquire the lands described in said Petition in Condemnation and said Declaration of Taking No. 2, declaring that the lands more particularly described in said Schedule "A" are taken for the use of the United States of America.

III.

That said Declaration of Taking contains:

1. A statement by the said General Manager of the United States Atomic Energy Commission that the authority under which the said lands are taken is under and by virtue of the Act of Congress approved August 1, 1938 (25 Stat. 357, 40 U.S.C. Sec. 257), the Act of Congress approved February 24, 1931 (46 Stat. 1421; 40 U.S.C. 258a), and under the further authority of the Act of Congress approved August 1, 1946 (60 Stat. 755; 42 U.S.C. 1801 et seq.), and the Act of Congress approved September 6, 1950 (Public Law 739 - 81st Congress).

2. A description of the lands taken sufficient for the identification thereof.

3. A statement that the estate and interest in said lands taken for said public use is a perpetual and assignable easement and right-of-way for the location, construction, operation, maintenance and patrol of an access road in, on, over, and across said lands, including, but not limited to, the right to enclose the lands with a fence and the right to construct and maintain on said lands a guardhouse or station house.

4. A plan showing the lands taken.

5. A statement by the said General Manager of the United States Atomic Energy Commission that said Atomic Energy Commission has ascertained the amount of just compensation for the taking of said lands, which amount is set forth in Schedule "B", which schedule is attached to and made a part of said Declaration of Taking No. 2, and that the said amount aggregates the sum of "three Hundred and Ninety Dollars (\$390 00).

IV.

That on the 24 day of January, <sup>1952</sup>1952, the sum of Three Hundred and Ninety Dollars (\$390.00) was deposited with the Clerk of this Court for the use of the persons entitled thereto.

WHEREFORE, IT IS REQUESTED THAT, ADJUDGMENT and DECREES:

1. That by the filing of the Amended Petition in Confirmation and the Declaration of Taking No. 2 and the depositing in this Court to the use of the persons entitled thereto of the said amount of estimated compensation stated in said Declaration of Taking No. 2, title to a perpetual and assignable easement and right-of-way for the location, construction, operation, maintenance and patrol of an access road in, on, over, and across the lands described in said Schedule "A", attached hereto, including, but not limited to, the right to enclose said lands with a fence and the right to construct and maintain on the said lands a guardhouse or station house, became and thereby was condemned and taken for the use of the United States of America, and that the title thereto became and thereby was vested in the United States of America.

2. That the right to just compensation for the taking of said estate in said lands became and thereby was vested in the persons entitled thereto, and that the court expressly reserves jurisdiction of this cause to issue process and enter all necessary orders to bring all of the owners of and persons interested in said lands before the Court, and to ascertain and fix the value of said estate in said lands and the amount of compensation which the owners and persons interested therein are entitled to for its said appropriation.

DONE on the day and year first above written.

William Lee Krons  
DISTRICT JUDGE

SCHEDULE "A"

Best Available Copy

TRACT NO. 52

A tract of land in Section 9, Township 2 South, Range 70 West of the 6th P.M., Jefferson County, Colorado, described as follows: Beginning at the Southwest corner of said Section 9; thence East along the South line of Section 9, to the Southeast corner of said Section; thence North, along the East line of said Section 9, a distance of 400 feet; thence Southwesterly to a point, which point is 200 feet North and 721.5 feet West of the Southeast corner of said Section 9; thence West, parallel to the South Section line, to the West line of said Section 9; thence South 200 feet to the place of beginning; containing 25.90 acres, more or less.

JUL 29 1952

*Walter Bowman*  
CLERK

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

THE UNITED STATES OF AMERICA,

Petitioner,

vs.

2,525.50 ACRES OF LAND, MORE OR  
LESS, IN THE DISTRICT OF  
JUNCTION, STATE OF COLORADO;  
PACIFIC RAILROAD COMPANY, UNION  
PACIFIC RAILROAD COMPANY, a cor-  
poration; UNION PACIFIC RAILROAD  
COMPANY, a corporation; CITY AND  
COUNTY OF DENVER, COLORADO, a  
municipal corporation; CITY AND  
COUNTY OF DENVER, COLORADO, a  
municipal corporation, acting  
through its Board of Water Com-  
missioners; THE GREAT SOUTHERN  
PACIFIC RAILROAD COMPANY, a  
corporation; PUBLIC SERVICE  
COMPANY OF COLORADO, a corporation;  
ANDREW J. FORD; GEORGE J. FORD;  
STANLEY DITCH; ZENO DITCH;  
and all unknown owners; et al.,

Respondents.

CIVIL NO. 3024

DECLARATION OF TAKING

DECLARATION NO. 2

Best Available Copy

The above-entitled matter coming on for hearing on this \_\_\_\_ day  
of July, 1952, upon Amendment to Declaration of Taking No. 2 filed herein  
by the petitioner, the United States of America, and the Court being fully  
advised in the premises;

NOW, THEREFORE, IT IS HEREBY CERTIFIED, ADJUDGED AND DECREED that  
the Decree on Declaration of Taking No. 2 entered herein on the 2nd day of  
January, 1952, be and hereby is amended as follows:

1. By substituting for and in the place of subdivision No. 3 in  
paragraph No. III of said Decree on Declaration of Taking, the following  
subdivision, to-wit:

3. A statement that the estate and interest in  
said lands taken for said public use is a perpetual and as-  
signable easement and right-of-way for the location, con-  
struction, operation, maintenance and patrol of an access  
road, a railroad spur track, a power transmission line, a  
telephone line, and a water pipe line in, on, over, and

across said lands, including, but not limited to, the right to enclose the lands with a fence and the right to construct and maintain on the lands a guard house or station house, together with an intake and valve and meter house.

2. By substituting for and in the place of paragraph No. 1 following the clause "WHEREFORE, IT IS HEREBY DECLARED, ADJUDGED AND DECREEED:" in said Decree on Declaration of Taking, the following paragraph, to-wit:

1. That by the filing of the Amended Petition in Condemnation and the Declaration of Taking No. 2 and the depositing in this Court to the use of the persons entitled thereto of the said amount of estimated compensation stated in said Declaration of Taking No. 2, title to a perpetual and assignable easement and right-of-way for the location, construction, operation, maintenance and patrol of an access road, a railroad spur track, a power transmission line, a telephone line, and a water pipe line in, on, over, and across the lands described in Schedule "A", attached hereto, including, but not limited to, the right to enclose the lands with a fence and the right to construct and maintain on the lands a guard house or station house, together with an intake and valve and meter house, became and thereby was condemned and taken for the use of the United States of Mexico, and that the title thereto became and thereby was vested in the United States of Mexico.

Done on the day and year first above written.

*William L. Kneass*  
U.S. JUDGE.

crc/ah

Best Available Copy

THE UNITED STATES OF AMERICA

STIPULATION, CIVIL NO. 3624

vs.

Approx. January 1953

2,585.90 ACRES OF LAND, MORE OR  
LESS, SITUATE IN THE COUNTY OF  
JEFFERSON, STATE OF COLORADO;  
KATHERINE E. CHURCH, et al.,

Respondents

City and County of Denver acting by and through its Board of Water Commissioner: Attempts to resolve any conflicts between the easement being acquired by the Government and the pre-existing rights of the respondent for its South Boulder Diversion Conduit. Tract No. 5-E is being used for an access road to the project. The estate taken is described as a perpetual and assignable easement and right of way for the location, construction, operation, maintenance, and patrol of an access road, a railroad spur track, a power transmission line, a telephone line, and a water pipe line in, on, over and across said lands with a fence and the right to construct and maintain on the lands a guard house or station house, together with an intake and valve and meter house. A strip of land 150 feet wide which was acquired by the City and County of Denver for its South Boulder Diversion Conduit, and so used, crosses at approximate right angles the strip of land upon which the easement described as Tract 5-E is imposed. The City had insisted upon a recognition of its right to the continued use for its conduit of the strip of land as it crosses the strip of land described as Tract No. 5-E. The Atomic Energy Commission has recognized this right in the construction of the existing clear span concrete bridge over the existing canal.

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

THE UNITED STATES OF AMERICA,

Petitioner,

vs.

2,907.90 ACRES OF LAND, MORE OR  
LESS, SITUATE IN THE COUNTY OF  
JEFFERSON, STATE OF COLORADO;  
LATHAM E. CANNON, et al.,

Respondents.

CIVIL NO. 7684

STIPULATION

Best Available Copy

Come now the petitioner, the United States of America, and  
the respondent, the City and County of Denver acting by and through its  
Board of Water Commissioners, and

WHEREAS, The said respondent represents to the Court that it  
is the owner of a strip of land 150 feet wide in the West 1/2 of the  
Southwest 1/4 of Section 9, Township 2 South, Range 70 West of the 6th  
T. N., acquired by said respondent for and used for and in connection with  
what is commonly called the South Boulder Diversion Conduit, and

WHEREAS, The perpetual and assignable easement and right-of-  
way described as Tract No. 32 in the Amended Petition in Condemnation,  
as amended, and Decree on Declaration of Taking No. 2, as amended, crosses  
said 150 foot strip of land so used by said respondent, and

WHEREAS, The petitioner has heretofore constructed, upon the  
portion of said strip so crossed, a clear span concrete bridge across  
said South Boulder Diversion Conduit, in conformity with specifications  
approved by respondent, and a water intake structure for the purpose of  
taking water from said conduit in conformity with an agreement with  
respondent, and

WHEREAS, This petitioner and said respondent are desirous that  
said easement and right-of-way described as said Tract No. 32 shall be  
subject to the use of said land by said respondent for said South Boulder  
Diversion Conduit as it now exists or may be enlarged, whether in its  
present form of an open canal or a closed conduit or conduits,

NOW, THEREFORE, IT IS HEREBY STIPULATED by and between the  
parties hereto that the Petition in Condemnation, as amended, and

Amendment to Decree on Declaration of Taking No. 2, as amended, shall be further amended so that the easement and right-of-way therein described as Tract No. 28 shall be subject to the use of said land by the City and County of Denver acting by and through its Board of Water Commissioners, for the South Boulder Diversion Conduit as it now exists or may be enlarged, whether in its present form of an open canal or a closed conduit or conduits.

It is mutually understood and agreed by and between the parties hereto that the petitioner shall not alter said existing structures or place any additional structures upon said portion of the 150 foot strip without the prior approval of said respondent.

The parties hereto hereby consent to the entering by this Court of all orders, judgments and decrees necessary and appropriate to effectuate this stipulation and agreement.

THE UNITED STATES OF AMERICA

By \_\_\_\_\_  
United States Attorney  
for the District of Colorado

ATTEST:

CITY AND COUNTY OF DENVER, acting by and  
through its Board of Water Commissioners

\_\_\_\_\_  
/s/ E. L. MOSLEY  
Secretary

By \_\_\_\_\_  
/s/ A. P. GUNLICK  
Vice President

Best Available Copy

GCC/ah

JUL 7 1952

*J. Warren Bonham*  
CLERK

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

THE UNITED STATES OF AMERICA,

Petitioner,

vs.

2,585 00 ACRES OF LAND, MORE  
OR LESS, LIE IN THE COUNTY  
OF JEFFERSON, STATE OF COLORADO;  
CITY AND COUNTY OF DENVER,  
COLORADO, a municipal corporation,  
acting through its Board of Water  
Commissioners, et al,

Respondents

CIVIL NO. 3624

DECREE TO DISCHARGE ON  
DECLARATION OF TAKING NO  
NO. 2.

Best Available Copy

The above-entitled matter coming on for hearing upon stipulation between the respondent, the City and County of Denver, acting by and through its Board of Water Commissioners, and the petitioner, the United States of America, and the Court being fully advised in the premises,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the Decree on Declaration of Taking No. 2, entered herein on the 2nd day of January, 1952, as amended on July 29, 1952, be further amended by substituting for and in the place of paragraph No. 1 following the clause "wherefore, It is Hereby Ordered, Adjudged and Decreed:" in said Decree on Declaration of Taking No. 2, the following paragraph, to-wit:

"1. That by the filing of the Amended Petition in Condemnation and the Declaration of Taking No. 2 and the depositing in this Court to the use of the persons entitled thereto of the said amount of estimated compensation stated in said Declaration of Taking No. 2, title to a perpetual and assignable easement and right-of-way for the location, construction, operation, maintenance and patrol of an access road, a railroad spur track, a power transmission line, a telephone line, and a water pipe line in, on, over, and across the lands described in Schedule "A", attached hereto, including, but not limited to, the

right to enclose the lands with a fence and the right to construct and maintain on the lands a guard house or station house, together with an intake and valve and meter house, subject, however, to the use by the City and County of Denver, acting by and through its Board of Water Commissioners, for the South Boulder Diversion Conduit as it now exists or may be enlarged, whether in its present form of an open canal or a closed conduit or conduits, of that portion of the lands described in said Schedule A which is embraced in the 150 foot strip of land acquired by said city for said purpose, said petitioner to make no alterations in the now existing structures placed by it upon said portion of said 150 foot strip nor to place any additional structures thereon without the prior approval of said city, became and thereby was confirmed and taken for the use of the United States of America, and that the title thereto became and thereby was vested in the United States of America."

2. That the foregoing described rights of the City and County of Denver, acting by and through its Board of Water Commissioners to use, for the South Boulder Diversion Conduit, that portion of the lands described in said Schedule A embraced in the 150 foot strip of land acquired by said City for said purpose, be and hereby are dismissed from the above-entitled proceeding.

DONE this 7<sup>th</sup> day of July, 1953.

H. Delmas C. Hill  
DISTRICT JUDGE

C/C/ah

THE UNITED STATES OF AMERICA

vs.

2,585 90 ACRES OF LAND, MORE  
OR LESS, SITUATE IN THE COUNTY  
OF JEFFERSON, STATE OF COLORADO;  
KATHERINE E. CHURCH; MARCUS F  
CHURCH, et al.,

AMENDMENT TO DECREE ON  
DECLARATION OF TAKING  
NO 2

CIVIL NO 3624

May 2, 1955

Respondents

Perpetual and assignable easement and right of way for the location, construction, operation, maintenance and patrol of an access road, a railroad spur track, a power transmission line, a telephone line and a water pipeline in, on, over and across the lands known as Tract 5-E including right to enclose lands with a fence and right to construct and maintain on the lands a guard house All oil and gas in Tract 5-E, subject to restrictions and limitations upon exploration, development and production, be revested in Katherine E Church

MAY 2 1955

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

*Walter Benman*  
CLERK

THE UNITED STATES OF AMERICA,

Petitioner,

vs

2, 85 00 ACRES OF LAND, MORE  
OR LESS, SITUATE IN THE COUNTY  
OF JEFFERSON, STATE OF COLORADO;  
KATHERINE E. CHURCH; MARCUS F.  
CHURCH, et al,

Respondents

CIVIL NO 3624

AMENDMENT TO DECREE ON  
DECLARATION OF TAKING  
NO 2

Best Available Copy

The above-entitled matter coming on for hearing upon stipulation between the petitioner, the United States of America, and the respondents Katherine E. Church and Marcus F. Church, and the court being fully advised in the premises,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the Decree on Declaration of Taking No. 2, entered herein on the 2nd day of January 1952, as amended on July 20, 1952, and July 7, 1953, be further amended by substituting for and in the place of paragraph No. 1 following the clause "Wherefore, It is Heretby Ordered, Adjudged and Decreed:" in said Decree on Declaration of Taking No. 2, the following paragraph, to-wit:

"1. That by the filing of the Amended Petition in Condemnation and the Declaration of Taking No. 2 and the depositing in this Court to the use of the persons entitled thereto of the said amount of estimated compensation stated in said Declaration of Taking No. 2, title to a perpetual and assignable easement and right-of-way for the location, construction, operation, maintenance and patrol of an access road, a railroad spur track, a power transmission line, a telephone line, and a water pipeline in, on, over, and across the lands described in Schedule "A", attached hereto, including, but not limited to, the

right to enclose the lands with a fence and the right to construct and maintain on the lands a guard house or station house, together with an intake and valve and meter house, subject, however, to the use by the City and County of Denver, acting by and through its Board of Water Commissioners, for the South Boulder Diversion Conduit as it now exists or may be enlarged, whether in its present form of an open canal or a closed conduit or conduits, of that portion of the lands described in said Schedule "A" which is embraced in the 150-foot strip of land acquired by said city for said purpose, said petitioner to make no alterations in the now existing structures placed by it upon said portion of said 150-foot strip nor to place any additional structures thereon without the prior approval of said city; and subject to all oil and gas in said lands, together with the right to produce and remove the same, provided the exploration, development, and production of said oil and gas shall be subordinate to the rights of the United States to the use of the surface, and no exploration, development, and production of oil or gas shall be permitted from the surface, and no exploration, development or production of oil or gas shall be permitted which will unreasonably interfere with the use of the surface of the land by the United States, and thirty days' notice shall be given to the United States prior to the commencement of any activity for the production of oil or gas by directional drilling from off-site; because and thereby was condemned and taken for the use of the United States of America, and that the title thereto became and thereby was vested in the United States of America."

Best Available Copy

2 That all oil and gas in said lands, described as Tract No 5A, subject to the restrictions and limitations upon exploration, development and production set forth above, be and hereby are dismissed from the above entitled proceeding, and that title to the same be and hereby is re-vested in Katherine E Church against the petitioner.

Done this 2 day of <sup>May</sup>~~April~~ 1977.

William Lee Knows

---

District Judge

Best Available Copy

Approved:

Fairfield + Woods

by James A Woods

Fred Winnes by J A Woods

---

Attorneys for Katherine E.  
Church and Marcus F. Church

UNITED STATES OF AMERICA

vs.

6.11 ACRES OF LAND, MORE OR LESS,  
SITUATE IN THE COUNTY OF JEFFERSON,  
STATE OF COLORADO; KATHERINE E.  
CHURCH; MARCUS F. CHURCH, et al.,

Defendants

AMENDMENT TO DECREE ON DECL.  
OF TAKING

CIVIL NO. 3873

May 2, 1955

Dismisses all oil and gas in the lands, subject to the  
restrictions and limitations upon exploration, development  
and production set forth from the proceeding and title  
to same be revested in Katherine E. Church.

650640

650640

183377-3

COUNTY OF JEFFERSON  
STATE OF COLORADO  
FILED IN MY OFFICE ON

PROJECT Rocky Flats AEC Site,  
Colorado

JUL 3 11 22 AM '74  
2640 261

TRACT NO: 29

RECORDED IN \_\_\_\_\_  
COUNTY CLERK & RECORDER

WARRANTY DEED

Best Available Copy

This Deed, made this 3<sup>rd</sup> day of July, 1974, between Colorado Investment Services, Inc., a Colorado corporation, organized and existing under and by virtue of the laws of the State of Colorado, party of the first part, and the UNITED STATES OF AMERICA of Washington, D C, party of the second part

WITNESSETH, That the party of the first part, for and in consideration of the sum of One Million One Hundred Sixteen Thousand and No/100 Dollars (\$1,116,000 00), to the said party of the first part in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the UNITED STATES OF AMERICA and its assigns, the following described real estate situated in the County of Jefferson, State of Colorado, to-wit

Section 1, Township 2 South, Range 70 West of the Sixth Principal Meridian, Jefferson County, Colorado, lying Southerly of the existing right-of-way line of Highway 128 and Westerly of the Westerly right-of-way line of existing Indiana Avenue

Excepting therefrom a parcel of land described as follows Beginning at the Northwest corner of said Section 1, thence North 89°40'05" East along the North line of said Section 1, 150 02 feet; thence South 00°33'35" West, 5,107 80 feet, thence South 89°43'25" East, 511 44 feet, thence South 00°21'30" West to the South line of said Section 1, thence North 89°43'25" West along the said South line to the Southwest corner of said Section 1; thence North 00°33'35" East along the West line of said Section 1, a distance of 5,256 20 feet to the point of beginning

The tract of land herein described contains 446 36 acres, more or less

Subject to existing easements for public roads and highways, public utilities, railroads, pipelines, water lines, conduits, flumes, ditches, and canals Also subject to the rights and interests of third parties in coal, oil, and gas in and under said land, except leases of the party of the first part, and reservations, exceptions and any other outstanding rights contained in or referred to in patents issued by the United States.

Excepting and reserving to the party of the first part, now in possession of the property, in consideration of the protection and maintenance of the land, buildings, and structures, and protection of the property against loss by fire, waste, or other causes, to which the party of the first part hereby agrees, the right to occupy the property until July 1, 1974 Such occupancy is subject to revocation by the District Engineer at any time by giving ninety (90) days' notice in writing to the party of the first part if possession of the property is required by the United States; and provided further that the party of the first part will remove no improvements or timber unless otherwise provided herein

To have and to hold the premises above described, together with all the tenements, hereditaments and appurtenances thereunto belonging unto the said UNITED STATES OF AMERICA and its assigns forever

The party of the first part further quitclaims to the UNITED STATES OF AMERICA and its assigns all its right, title, and interest in and to any streams, alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land

The party of the first part, for itself, its successors and assigns, does hereby covenant with the UNITED STATES OF AMERICA and its assigns that said party of the first part is lawfully seized of said premises, that said premises are free from encumbrances, except as above noted; that said party of the first part has good right and lawful authority to convey the same; and that said party of the first part warrants and will defend the title to said premises against the lawful claims of all persons whomsoever

IN WITNESS WHEREOF, the party of the first part has hereunto caused its corporate name to be hereunto subscribed by its vice president, and its corporate seal to be hereunto affixed and attested by its secretary the day and year first above written



COLORADO INVESTMENT SERVICES, INC

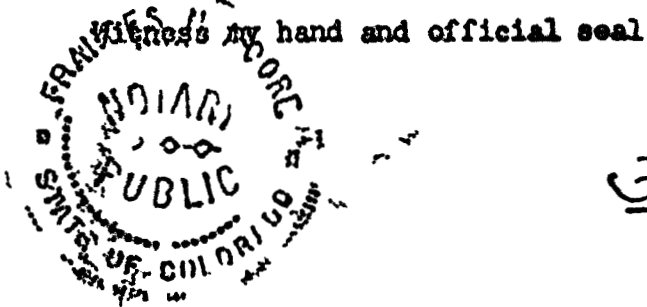
EDWARD J. LYLES  
Secretary

BY

GERALD L. WOODWARD  
Vice President

STATE OF COLORADO )  
COUNTY OF JEFFERSON ) ss

The foregoing instrument was acknowledged before me this 3rd day of July, 1974, by Gerald L. Woodward, Vice President, and Edward J. Lyles, Secretary, of the Colorado Investment Services, Inc., a corporation



Francis H. Moore  
Notary Public

My Commission Expires:

June 5, 1975



UNITED STATES  
ENERGY RESEARCH AND DEVELOPMENT ADMINISTRATION  
RFAO

ALBUQUERQUE OPERATIONS OFFICE

P O BOX 5400

ALBUQUERQUE, NEW MEXICO 87115

OCT 12 10 55 AM '76

OCT 1976

REFER TO

___	LAMB	___
___	STOUT	___
<input checked="" type="checkbox"/>	NICKS	<input checked="" type="checkbox"/>
___	BANK	___
___	WATT	___
___	LOCKMAN	___
___	GILBERT	___
___	ROSEN	___
___	SMITH	___
___	THOMAS	___
___	CURRIER	___

Mr. Robert F. Garst  
Corps of Engineers  
Attn: MRODC-F1  
6014 U. S. Post Office & Court House  
Omaha, Nebraska 68102

Dear Mr. Garst:

Enclosed is a signed copy of Form DD 1354, Transfer and Acceptance of Military Real Property dated October 1, 1976, pertaining to the acquisition of land adjacent to our Rocky Flats Plant, Golden, Colorado.

This transfer of real property concerns Tract No. 30, involving 27.61 acres being acquired by condemnation at an estimated just compensation of \$7,000.00; and Tract No. 49 involving 2.00 acres acquired by purchase for \$2,250.00.

Your cooperation is appreciated.

Sincerely,

Original Signed By  
Thomas R. Clark

Herman E. Roser  
Manager

LCP:JAL

Enclosure:  
Form DD 1354

cc: L. A. Traver, Director, Finance Division, ALO, w/encl.  
W. M. Lamb, Area Manager, RFAO, w/encl.  
William R. Cochrane, Economic & Community Affairs, Hq., w/encl.

Best Available Copy



*Permanently  
Retired*

## TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY

PAGE 1 OF 1 PAGES

1 FROM: (Installation/Activity/Service) District Engineer U. S. Army Engineer District, Omaha Omaha, Nebraska		2 OPERATING UNIT N/A		3 DISTRICT CODE \$25-066		4 OPERATING AGENCY N/A		5 DATE OF Preparation 14 Apr 76		6 JOB NUMBER RE-D No. 10-9-73		7 SERIAL NUMBER N/A		8 CONTRACT NUMBER N/A	
TO: (Installation/Activity/Service) Rocky Flats ERDA Site Colorado Civil No. 765615		10 OPERATING UNIT N/A		11 DISTRICT CODE N/A		12 OPERATING AGENCY N/A		13 AC-COUNTING NUMBER N/A		14 AC-COUNT-ABLE OFFICE NUMBER N/A		15 TYPE OF TRANSACTION <input type="checkbox"/> NEW CONSTR <input type="checkbox"/> EXISTING <input type="checkbox"/> DEMO/REPAIR <input type="checkbox"/> PHYSICAL COM <input type="checkbox"/> PINAM, COM <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OTHER (Specify)		16 PROJECT NUMBER N/A	
ITEM NO 17	CATEGORY CODE 18	FACILITY (Category description) 19	NO OF UNITS 20	TYPE 21	UNIT OF MEAS. 22	TOTAL QUANTITY 23	COST 24	DRAWING NUMBERS 25	REMARKS 26						
Legal description of the following land tracts, together with names of purported owners, is shown on attached instruments which are made a part hereof:										BUILDINGS OR GROWING CROPS		ACQUISITION AUTHORITY (Public Law)		FUNDING AUTHORITY (Public Law)	
TRACT NO.		TYPE OF ACQUISITION		ACRES		TOTAL COST		COST		GROWING CROPS		ACQUISITION AUTHORITY (Public Law)		FUNDING AUTHORITY (Public Law)	
30		Fee - Condemnation		27.61		7,000.00		None		81-759 (9-6-50)		AEC Ltr dtd 24 Apr 73			
49		Fee - Option		2.00		2,250.00		None							
D/T Assembly submitted Warrenty Deed Inclosed Map previously furnished															
27 STATEMENT OF COMPLETION The facilities listed herein are in accordance with maps, drawings, and specifications and change orders approved by the authorized representative of the using agency except for the deficiencies listed on the reverse side										28 ACCEPTED BY (Signature) <i>Thomas R. Rose</i>		DATE 10/6/76			
TRANSFERRED BY (Signature) <i>Robert F. Garst</i>										DATE 1 OCT 1976		TITLE (Area Engr./Base Engr./DPWC) ROBERT F GARST		35 PROPERTY VOUCHER NUMBER	
ACCOUNTABLE PROPERTY OFFICER										1 OCT 1976		Manager, ERDA ALO			

NN FORM 125A

-79

692931

692931

FEB 25 PM 3:47

County of Jefferson  
Record d 11 2705 889

PROJECT

Rocky Flats AEC Site,  
Colorado

TRACTS NOS

31 and 34

## WARRANTY DEED

## KNOW ALL MEN BY THESE PRESENTS:

That Susan M Lindsay a widow, of the City and County of Denver, and State of Colorado, Grantor, for and in consideration of the sum of One Million Two Hundred Five Thousand and No/100 Dollars (\$1,205,000 00), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to the UNITED STATES OF AMERICA, Grantee, of Washington, D C, and its assigns the following real estate situate in the Counties of Jefferson and Boulder, State of Colorado, to-wit

Tract No 31

That portion of the S $\frac{1}{2}$ S $\frac{1}{2}$  of Section 35, Township 1 South, Range 70 West of the Sixth Principal Meridian, Boulder County, Colorado, lying Southerly of the existing Southerly right-of-way line of the Colorado State Highway No 128, containing 39 77 acres, more or less

Also, that portion of the N $\frac{1}{2}$  of Section 2 Township 2 South, Range 70 West of the Sixth Principal Meridian, Jefferson County, Colorado, lying Southerly of the existing Southerly right-of-way line of the Colorado State Highway No 128, containing 312 69 $\frac{1}{2}$  acres, more or less

Tract No 34

The NE $\frac{1}{4}$  of Section 9, Township 2 South, Range 70 West of the Sixth Principal Meridian, Jefferson County, Colorado

The tract of land herein described contains 160 00 acres, more or less

Subject to existing easements for public roads and highways, public utilities, railroads, and pipelines, water lines, conduits, flumes, ditches, and canals Also subject to the rights and interests of third parties in the coal, oil, gas, and other minerals in and under said land, except lessees of the Grantor, and reservations, exceptions, and any other outstanding rights contained in or referred to in patents issued by the United States

To have and to hold the premises above described, together with all the tenements, hereditaments, and appurtenances thereunto belonging unto the said UNITED STATES OF AMERICA and its assigns forever

The Grantor, for herself, her heirs, executors, and administrators, does covenant with the UNITED STATES OF AMERICA and its assigns that said Grantor is lawfully seized of said premises; that said premises are free from encumbrances, except as above noted, that said Grantor has good right and lawful authority to convey the same; and that said Grantor will warrant and defend the title to said premises against the lawful claims of all persons whomsoever

Best Available Copy

2705 889

The Grantor further quitclaims to the UNITED STATES OF AMERICA and its assigns all her right, title, and interest in and to any streams, alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land, and any and all interest in the coal, oil, gas, and other minerals owned by the Grantor

Dated this 15<sup>th</sup> day of September, 1974

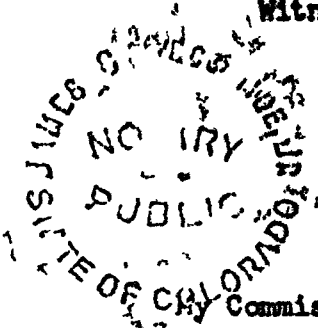
Susan M. Lindsay  
SUSAN M LINDSAY +

## ACKNOWLEDGMENT

STATE OF COLORADO )  
 ) ss  
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged by me this 17<sup>th</sup> day of September, 1974, by Susan M. Lindsay, a widow

Witness my hand and official seal



James C. Brown  
Notary Public

Commission Expires:  
May 16, 1977

Best Available Copy

PROJECT Rocky Flats AEC Site,  
Colorado

TRACT NO 32

SUBORDINATION AGREEMENT

THIS INDENTURE, made this 31<sup>st</sup> day of January, 1975, between Harold W Spicer, Bernard P Spicer, Virginia O Swanstrom, Hazel Abernathy, Wayne Newell and Kenneth Wilshusen (Lessors), and the Colorado Brick Company, a Colorado Corporation (Lessee)

WHEREAS, the United States of America is purchasing from Lessors the real estate described as:

The N $\frac{1}{2}$  of Section 3; E $\frac{1}{2}$ NE $\frac{1}{4}$ ; E $\frac{1}{2}$ S  $\frac{1}{4}$  and the SE $\frac{1}{4}$  of Section 4, Township 2 South, Range 70 West of the 6th P M, lying Southerly of the existing right-of-way line of Highway 128, County of Jefferson, State of Colorado (Tract 32), and

WHEREAS, Lessors and Lessee have a lease for the extraction and removal of clay from a strip of ground 600 feet in width being 300 feet on each side of a centerline of the existing clay pit which runs generally North and South across the E $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Sec 4, T 2S, R 70W together with the right to use a strip of ground not to exceed 200 feet in width lying adjacent to and west of the first described premises as may be reasonably required in the exercise of the rights and privileges granted together with 30 foot entrance road from public road to the site at a reasonable location acceptable to Lessors. Said lease was recorded January 29, 1973 in Book 2468, Page 102, Jefferson County, Colorado

NOW THEREFORE The undersigned, parties hereto, for and in consideration of the mutual promises of each, do hereby mutually agree to the following, to-wit

That the terms, rights and provisions of the above said lease shall be subject and subordinate to the right of the Atomic Energy Commission to evacuate all personnel involved in any operation on the above said Tract 32 for short periods of time in accordance with AEC regulations now in effect and/or any and all future promulgated regulations of the AEC upon notice to the Lessors and all of its lessees, licensees and permittees

That the Lessors and Lessees agree that the Atomic Energy Commission's right to evacuate will be reflected in all subsequent arrangements with their lessees, licensees and permittees

It is understood and agreed that this Subordination is binding upon the parties hereto, their respective heirs, assigns and representatives

Best Available Copy

IN WITNESS WHEREOF, the undersigned have signed this instrument the day and date first above written

THE COLORADO BRICK COMPANY

BY:

[Signature]  
President

[Signature]  
HAROLD W SPICER, Lessor

ATTEST

[Signature]  
Secretary

[Signature]  
BERNARD P SPICER, Lessor

Corporate Seal

[Signature]  
VIRGINIA C SWANSTROM, Lessor  
Swanstrom

[Signature]  
HAZEL ABLRNATHY, Lessor

[Signature]  
WAYNE WELWELL, Lessor

[Signature]  
KENNETH WILSHUSEN, Lessor

Best Available Copy

Best Available Copy

STATE OF COLORADO

COUNTY OF

ss

I, Andie Boles, in and for said Durham County, in the state aforesaid, do hereby certify that Robert H. Thurman and William H. Thurman, who are personally known to me to be the same persons whose names are subscribed to the foregoing agreement, as having executed the same as President and Secretary of the Colorado Brick Company, a Colorado corporation, and who are known to me to be such officers, respectively, appeared before me this day in person and did severally acknowledge That the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the same was thereunto affixed by the authority of said corporation, that said instrument was by like authority subscribed with its corporate name, that the said Robert H. Thurman is the President of said corporation, and the said William H. Thurman is the Secretary thereof, that by the authority of said corporation they respectively subscribed their names thereto as President and Secretary, and that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth

Given under my hand and seal this 25 day of January, 1975

Andie Boles  
Notary Public

My Commission Expires:

July 9, 1977

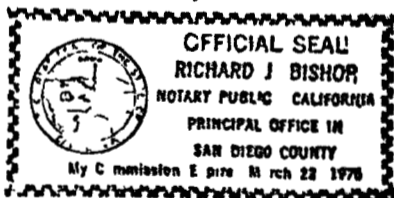
STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

ss

The foregoing instrument was acknowledged before me this 11th day of January, 1975, by KEITH WILSON

Witness my hand and official seal



My Commission Expires:

MARCH 22, 1978

Richard J. Bishop  
Notary Public

STATE OF Colorado )  
COUNTY OF DENVER ) ss

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day  
of JANUARY, 1975, by HEROLD W. SPICER

Witness my hand and official seal

Ernest Hedden  
Notary Public

My Commission Expires:

My Commission expires Aug 14 1976, 19  

STATE OF Colorado )  
COUNTY OF DENVER ) ss

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day  
of JANUARY, 1975, by BERNARD P. SPICER

Witness my hand and official seal

Ernest Hedden  
Notary Public

My Commission Expires:

My Commission expires Aug 14, 1976  
\_\_\_\_\_, 19  

STATE OF Colorado )  
COUNTY OF DENVER ) ss

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day  
of JANUARY, 1975, by VIRGINIA C. SWANSTROM

Witness my hand and official seal

Ernest Hedden  
Notary Public

My Commission Expires:

My Commission expires Aug. 14 1976  
\_\_\_\_\_, 19  

Best Available Copy

STATE OF COLORADO )  
COUNTY OF DENVER ) ss

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day  
of JANUARY, 1976, by HAZEL ABERNATHY

Witness my hand and official seal

Erna Heden  
Notary Public

My Commission Expires:

My Commission expires Aug 14 1976, 19  

STATE OF COLORADO )  
COUNTY OF DENVER ) ss

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day  
of JANUARY, 1976, by WAYNE NEWELL

Witness my hand and official seal

Erna Heden  
Notary Public

My Commission Expires:

NYCC 101 up SAUG 14 1976, 19  

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688829

688829

JAN 31 1964

County of Jefferson State of Colorado  
Recorded in 2699 761

PROJECT

Rocky Flats AEC Site  
Colorado

TRACT NO

32

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS

That Harold W. Spicer an unmarried person of the County of Jefferson, State of Colorado, Kenneth C. Wilshusen and Dorothy Wilshusen, husband and wife, of the County of San Diego, State of California, Grantors, for and in consideration of the sum of One Million Five Hundred Fifty-Nine Thousand and No/100 Dollars (\$1,550,000.00), the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the United States of America, Grantee, of Washington, D. C., and its assigns, the following real estate situated in the County of Jefferson, State of Colorado, to-wit:

The N $\frac{1}{2}$  of Section 3, E $\frac{1}{2}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ W $\frac{1}{4}$  and the SE $\frac{1}{4}$  of Section 4, Township 2 South, Range 70 West of the Sixth Principal Meridian, lying Southerly of the existing right of-way line of Highway 128, Jefferson County, Colorado

The tract of land herein described contains 619.09 acres, more or less

Subject to existing easements for public roads and highways, public utilities, railroads, and pipelines, water lines, conduits, flumes, ditches and canals also subject to the rights and interests of third parties, if any, in the coal, oil and gas, in and under said land, except lessees of the Grantors also subject to the rights and interests of third parties, if any, in the clay and gravel, in and under said land also subject to reservations, exceptions and any other outstanding rights contained in or referred to in patents issued by the United States

Excepting and reserving to the Grantors all coal, oil and gas, clay and gravel, in and under said land and all appurtenant rights for the exploration, development, production and removal of said coal, oil and gas, clay and gravel, but without the right to enter upon or over the surface of said land for the purpose of drilling and extracting therefrom said oil and gas further excepting and reserving all water rights, if any, in Smart Reservoir, Smart Ditch, Roman Creek, Walnut Creek, Upper Church Ditch, Coal Creek, East Chance Ditch, McKay Ditch and South Boulder Division Canal, or in any other reservoir, ditch and creek, together with all appurtenant rights thereto

Also excepting and reserving to the Union Pacific Railway Company the reservations made by same in deed recorded 23 January 1897 in Book 98, Page 40, Old Arapahoe County, Colorado, records

The Grantor's right to develop, produce and remove coal is expressly limited to the removal of coal through only those surface openings where sand, gravel and clay have been actively mined and/or is being actively mined

Grantors agree that their reserved rights for, in and under Tract 32 for exploration, development, production and removal of gravel, clay, coal and rock shall be subject and subordinate to the right of the Atomic Energy Commission to evacuate all personnel involved in any operation on said tract for short periods of time, upon notice to the Grantors and all of their heirs, licensees and permittees, and that the Grantors agree that the Atomic Energy Commission's right to evacuate will be reflected in all subsequent arrangements with their lessees, licensees and permittees

Best Available Copy

2699 761

To have and to hold the premises above described, together with all the tenements, hereditaments and appurtenances thereunto belonging unto the said United States of America and its assigns forever

The Grantors, for themselves and their heirs, executors, and administrators, do covenant with the United States of America and its assigns that they are lawfully seized of said premises that said premises are free from encumbrances, that they have good right and lawful authority to convey the same, and, that they will warrant and defend the title to said premises against the lawful claims of all persons whomsoever

The Grantors further quitclaim to the United States of America and its assigns, all their right, title and interest in and to any streams, alleys, roads, streets, ways, strips, gores or railroad rights of way abutting or adjoining said land

The word 'Grantors' as used herein shall include their respective heirs, personal representatives, successors and assigns

Dated this 30<sup>th</sup> day of January, 1975

Harold W. Spicer  
HAROLD W. SPICER

Kenneth C. Wilshusen  
KENNETH C. WILSHUSEN

Dorothy Wilshusen  
DOROTHY WILSHUSEN

Best Available Copy

ACKNOWLEDGMENT

STATE OF COLORADO }  
COUNTY OF JEFFERSON ) ss

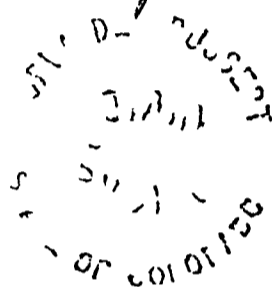
The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 1975, by Harold W Spicer

Witness my hand and official seal

My Commission Expires

Sept. 20, 1977

Orva Dee Bussert  
NOTARY PUBLIC

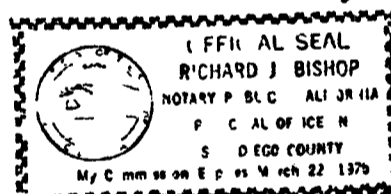


ACKNOWLEDGMENT

STATE OF CALIFORNIA }  
COUNTY OF San Diego ) ss

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of July, 1975, by Kenneth C Wilsnusen and Dorothy Wilsnusen

Witness my hand and official seal



My Commission Expires

March 22, 1976

[Signature]  
NOTARY PUBLIC

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TRACT NO : 33

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That Sam L. Rudd and Bette R. Rudd, husband and wife, of the County of Broward, State of Florida; Robert A. Pierce, of the County of Los Angeles, State of California, as Trustee under the Declaration of Trust dated August 25, 1972; and Tracy-Collins Bank and Trust, of the County of Salt Lake, State of Utah, as Trustee of the Sid H. Eliason Marital Trust, referred to in deed recorded on January 30, 1973 in Book 2469, at Page 83 in the Office of the County Clerk and Recorder of the County of Jefferson, State of Colorado; hereinafter known as the Grantors, for and in consideration of the sum of Four Hundred Eighty thousand and No/100 Dollars (\$480,000 00), the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto the UNITED STATES OF AMERICA, Grantee, of Washington, D C, and its assigns, all the Grantors' right, title and interest in the surface of the following real estate situate in the County of Jefferson, State of Colorado, to-wit:

The ~~W&M~~ and the ~~E&M~~ of Section 4, Township 2 South, Range 70 West of the Sixth Principal Meridian, Jefferson County, Colorado, containing 160 00 acres, more or less

Subject to existing easements for public roads and highways, public utilities, railroads, pipelines, water lines, conduits, flumes, ditches, and canals Also subject to the rights and interests of third parties in coal, oil and gas in and under said land, except lessees of the Grantors, and reservations, exceptions and any other outstanding rights contained in or referred to in patents issued by the United States

Excepting and reserving all water rights, if any in Smart Reservoir, Smart Ditch, Woman Creek, Walnut Creek, Upper Church Ditch, Coal Creek, Last Chance Ditch, McKay Ditch and South Boulder Division Canal, or in any other reservoir, ditch and creek, together with all appurtenant rights thereto, but without the right to enter upon or over the surface of said land for the purpose of exercising such water rights

To have and to hold the premises above described, together with all the tenements, hereditaments and appurtenances thereunto belonging unto the said UNITED STATES OF AMERICA and its assigns forever

The Grantors, for themselves, their heirs, executors and administrators, do hereby covenant with the UNITED STATES OF AMERICA and its assigns that said Grantors are lawfully seized of said premises as above described; that said premises are free from encumbrances and that said Grantors have good, right and lawful authority to convey the same; and that said Grantors warrant and will defend the title to said premises as above described against the lawful claims of all persons whomsoever

The Grantors further quitclaim to the UNITED STATES OF AMERICA and its assigns all their right, title, and interest in and to any streams, alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land

Dated this 14<sup>th</sup> day of DECEMBER, 1974

Sam L. Rudd  
SAM L. RUDD

Bette R. Rudd  
BETTE R. RUDD

Robert A. Pierce, Trustee  
ROBERT A. PIERCE, as Trustee under  
the Declaration of Trust dated  
August 25, 1972

TRACY-COLLINS BANK AND TRUST, Trustee  
of the Sid H. Eliason Marital Trust

BY James C. Vinton  
Vice President and Trust Officer

Best Available Copy

ACKNOWLEDGMENT

STATE OF FLORIDA }  
COUNTY OF BROWARD } ss

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of December, 1974, by Sam L. Rudi and Bette R. Rudi, husband and wife

Witness my hand and official seal

Robert M. McLean  
Notary Public

My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES SEPT 22, 1973  
I TRU G. F. INSURANCE UNDERWRITERS, 19      

ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss

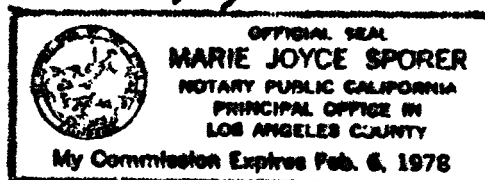
The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 1974, by Robert A. Pierce, as Trustee under the Declaration of Trust dated August 25, 1972

Witness my hand and official seal

Marie Joyce Sporer  
Notary Public

My Commission Expires:

Feb 6, 1978



ACKNOWLEDGMENT

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of December, 1974, by Frank E. Diston, Vice President and Trust Officer, for Tracy-Collins Bank and Trust, as trustee of the Sid H. Liaison Capital Trust

Witness my hand and official seal

Frank E. Diston  
Notary Public

My Commission Expires:

4-1-, 1977

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# OFFER TO SELL REAL PROPERTY

# OFFER TO SELL REAL PROPERTY

**Project** Rocky Flats AEC Site, Colorado

Tract Nr. 35, 36, 39

Option Nr	DA
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The undersigned, hereinafter called the Vendor, in consideration of the mutual covenants and agreements herein set forth, offers to sell and convey to the United States of America and its assigns, the fee simple title to the following described land, with the buildings and improvements thereon, and all rights, hereditaments, easements, and appurtenances thereunto belonging, located in the County of Jefferson, State of Colorado, bounded and described as set forth in Exhibit(s) "A", "B" & "C" attached hereto and made a part hereof, subject to Federal and State taxes, liens, mortgages, easements, and other encumbrances, and to the right of the United States to acquire the land by eminent domain.

Tract 35

existing easements for public roads and highways, public utilities, railroads, and pipelines, water lines, conduits, flumes, ditches and canals; also subject to the rights and interests of third parties, if any, in the coal, oil and gas, in and under said land, except lessees of the vendor; also subject to the rights and interests of third parties, if any, in the clay and gravel, in and under said land; also subject to reservations, exceptions and any other outstanding rights contained in or referred to in patents issued by the United States.

Tracts 36 & 39

existing easements for public roads and highways, public utilities, railroads, and pipelines, water lines, conduits, flumes, ditches and canals; also subject to the rights and interests of third parties, if any, in the coal, oil and gas in and under said land, except lessees of the vendor; and reservations, exceptions and any other outstanding rights contained in or referred to in patents issued by the United States.

**Best Available Copy**

**The Vendor reserves only the following rights and interests in the above described property:**

Excepting and reserving all coal, oil, gas, clay, gravel and rock, (rocks to be removed from clay and gravel excavations only) in and under Tract 35 and all appurtenant rights for exploration, development, production and removal of said coal, oil, gas, clay, gravel, and rock, but without the right to enter upon or over the surface of said land for the purpose of drilling and extracting therefrom said coal, oil and gas; further excepting and reserving all water rights, if any, in Smart Reservoir, Smart Ditch, Woman Creek, Walnut Creek, Upper Church Ditch, Coal Creek, Last Chance Ditch, McKay Ditch, and South Boulder Division Canal, or in any other reservoir, ditch and creek, together with all appurtenant rights thereto, with right to maintain, replace, and repair said ditches

Excepting and reserving all coal, oil and gas in and under Tracts 36 and 39 and all appurtenant rights for the exploration, development, production and removal of said coal, oil and gas, but without the right to enter upon or over the surface of said land for the purpose of drilling and extracting therefrom said coal, oil and gas; further excepting and reserving all water rights, if any, in Smart Reservoir, Smart Ditch, Woman Creek, Walnut Creek, Upper Church Ditch, Coal Creek, Last Chance Ditch, McKay Ditch and South Boulder Division Canal, or in any other reservoir, ditch and creek, together with all appurtenant rights thereto, with right to maintain, replace, and repair said ditches

Notwithstanding the provisions of paragraph 7 of this offer, the occupant now in possession of Tracts 35, 36 and 39, in consideration of the protection and maintenance of the land, buildings, and structures, and protection of the property against loss by fire, waste, or other causes to which the occupant hereby agrees, reserves the right to occupy the property until 31 December 1974. Such occupancy is subject to revocation by the District Engineer at any time by giving 90 days notice in writing to the occupant if possession of the property is required by the United States; and provided further that the owner-occupant or his tenant will remove no improvements or timber unless otherwise provided herein

Excepting and reserving to the vendor the right to remove a corral and interior fence from Tract 39 on or before 31 December 1974. In the event that said improvements are not completely removed on or before said date, right of removal shall terminate automatically and the United States shall have a good and indefeasible title to said improvements which remain without notice to the vendor

Excepting and reserving to the vendor the right to continue using and maintaining an existing spring and three water pipelines situated in the extreme Southeast corner of Tract 39

Vendor agrees that its reserved rights for, in, and under Tract 35 for exploration, development, production and removal of gravel, clay and rock shall be subject and subordinate to the right of the Atomic Energy Commission to evacuate all personnel involved in any operation on said tract for short periods of time, upon notice to the vendor and all of its lessees, licensees and permittees, and that vendor agrees that the Atomic Energy Commission's right to evacuate will be reflected in all subsequent arrangements with its lessees, licensees and permittees

**The terms and conditions of this offer are as follows**

(1) The vendor agrees that this offer may be accepted by the United States through any duly authorized representative by delivering, mailing or telegraphing a notice of acceptance to the Vendor at the address stated below ~~on or before 15 January 1975~~ <sup>on or before 15 January 1975</sup> whereupon this offer and the acceptance thereof become a binding contract

(2) The United States of America agrees to pay to the Vendor of the said land the sum of Four Million One Hundred Sixty-Two Thousand And No/100th Dollars - - - - (\$4,162,000 00) payable on the acceptance of this offer and approval of the Vendor's title provided the Vendor can execute and deliver a good and sufficient general warranty deed conveying said land with the hereditaments and appurtenances thereunto belonging to the United States of America and its assigns in fee simple free and clear from all liens and encumbrances except those specifically excepted or reserved above together with all right title and interest of the Vendor in and to any streets, alleys, roads, streets, ways, or gores or railroad rights of any abutting or adjoining land. Payment shall be made on or before 15 January 1975

Best Available Copy

Marcus F. Church, et al

The E $\frac{1}{2}$ SW $\frac{1}{4}$ , F $\frac{1}{2}$ SW $\frac{1}{4}$  and the SE $\frac{1}{4}$  of Section 9, Township 2 South,  
Range 70 West of the Sixth Principal Meridian, Jefferson County,  
Colorado.

Excepting therefrom a tract of land being described as follows:

Beginning at a point on the East line of said Section 9, 400.00 feet North of the Southeast corner thereof; thence Southwesterly along the Northerly right-of-way line of roadway to U. S. Atomic Energy Commission's Rocky Flats Plant, 208.16 feet; thence North parallel with said East line, 2,072.10 feet; thence Easterly at right angles to the right to said East line; thence South along said East line to the point of beginning.

The tract of land herein described contains 310.65 acres, more or less.

Best Available Copy

28Sep73

EXHIBIT "A"

Rocky Flats AEC Site  
Colorado  
Tract 36

Marcus F. Church, et al

The SW $\frac{1}{4}$  of Section 14 and the S $\frac{1}{2}$  of Section 15, Township 2 South,  
Range 70 West of the Sixth Principal Meridian, Jefferson County, Colorado.

The tract of land herein described contains 480.00 acres, more or  
less.

Best Available Copy

4 May 73

EXHIBIT "A"

EXHIBIT "B"

Marcus F. Church, et al

All of Section 13, except the East 50.00 feet and the following described parcel of land situated in the N<sup>1</sup>E<sup>1</sup>:

Beginning at the Northeast corner of said Section 13; thence West along the North line to the Northwest corner of said Section; thence South along the West line, 125.00 feet; thence East parallel with said North line, 2,640.00 feet; thence North, at right angles to the left, 125.00 feet; thence East, parallel with said North line, to the East line of said Section, thence North along said East line to the point of beginning.

Also, a tract of land situated in the S<sup>1</sup>W<sup>1</sup> of Section 14, more particularly described as:

Beginning at the Southwest corner of said S<sup>1</sup>W<sup>1</sup>; thence North 01°49'21" West, 14.00 feet; thence North 87°54'29" East, 27.57 feet; thence North 62°38'17" East, 2,163.83 feet; thence North 89°46'53" East, 27.11 feet to the East line of said S<sup>1</sup>W<sup>1</sup>; thence South 01°49'21" East to the Southeast corner thereof; thence South 89°16'53" West to the point of beginning.

All the above situated in Township 2 South, Range 70 West of the Sixth Principal Meridian, Jefferson County, Colorado.

The tract of land herein described contains 660.00 acres, more or less.

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Rev 23Sep73  
May73

EXHIBIT "C"

(3) It is agreed that the United States will defray the expenses incident to the preparation and recordation of the deed to the United States and the procurement of the necessary title evidence.

(4) The Vendor agrees that all taxes, assessments, and encumbrances which are a lien against the land at the time of conveyance to the United States shall be satisfied of record by the Vendor at or before the transfer of title and, if the Vendor fails to do so, the United States may pay any taxes, assessments, and encumbrances which are a lien against the land; that the amount of any such payments by the United States shall be deducted from the purchase price of the land; that the Vendor will, at the request of the United States and without prior payment or tender of the purchase price, execute and deliver the general warranty deed to the United States, pay the documentary revenue stamp tax, and obtain and record such other curative evidence of title as may be required by the United States.

(5) The Vendor agrees that loss or damage to the property by fire or acts of God shall be at the risk of the Vendor until the title to the land and deed to the United States have been accepted by the United States through its duly authorized representative or until the right of occupancy and use of the land, as hereinbelow provided for, has been exercised by the United States; and, in the event that such loss or damage occurs, the United States may, without liability, refuse to accept conveyance of the title or it may elect to accept conveyance of title to such property, in which case there shall be an equitable adjustment of the purchase price.

(6) The Vendor agrees that the United States may, notwithstanding the prior acceptance of this offer, acquire title to said land by condemnation or other judicial proceedings, in which event the Vendor agrees to cooperate with the United States in the prosecution of such proceedings; agrees that the consideration hereinabove stated shall be the full amount of the award of just compensation, inclusive of interest, for the taking of said land; agrees that any and all awards of just compensation, that may be made in the proceeding to any defendant shall be payable and deductible from the said amount, and agrees that the said consideration shall be in full satisfaction of any and all claims of the Vendor for the payment of the right of occupancy and use herein-after provided for in paragraph 7.

(7) As additional consideration for the payment of the purchase price hereinabove set forth, the Vendor hereby grants to the United States the right of immediate occupancy and use of the land for any purpose whatsoever from and after the acceptance by the United States of this offer until such time as said land is conveyed to the United States and, upon demand, the Vendor will immediately vacate the property and deliver possession to the United States

(8) It is agreed that the spouse, if any, of the Vendor, by signing below, agrees to join in any deed to the United States and to execute any instrument deemed necessary to convey to the United States any separate or community estate or interest in the subject property and to relinquish and release any dower, curtesy, homestead, or other rights or interest of such spouse therein.

(9) The Vendor represents and it is a condition of acceptance of this offer that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to any agreement if made with a corporation for its general benefit.

Best Available Copy

(10) The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the Vendor.

(11) All terms and conditions with respect to this offer are expressly contained herein and the Vendor agrees that no representative or agent of the United States has made any representation or promise with respect to this offer not expressly contained herein.

SIGNED, SEALED, AND DELIVERED this 23 day of AUGUST, 19 74  
WITNESSES:

Witness: *Charles J. Beise*

*Marcus F. Church* (SEAL)

*Marcus F. Church, Trustee* (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)

NOTICE OF ACCEPTANCE OF THIS OFFER IS TO BE SENT TO:

Charles J. Beise, Attorney 621 17th Street  
1536 1st National Bank Building Denver, Colorado 80202  
(Name and Address)

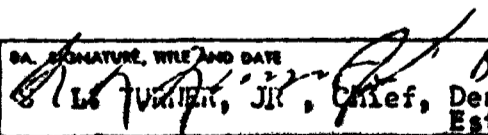
ACCEPTANCE OF OFFER TO SELL REAL PROPERTY

Date:

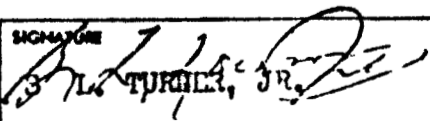
The offer of the Vendor contained herein is hereby accepted for and on behalf of the United States of America.

\_\_\_\_\_  
WITNESS

Best Available Copy

<b>NEGOTIATOR'S REPORT PART 1</b>		1. PROJECT NAME AND LOCATION <b>Rocky Flats, AEC Site, Colorado</b>		2. TRACT NUMBER <b>35-36-39</b>	
TO: <b>Chief, Real Estate Division</b>		FROM: <b>Chief, Denver Real Estate Office</b>			
3. Present and Address of Owner(s) <b>Marcus F Church</b> <b>c/o Charles J. Beise, Attorney</b> <b>1536 1st National Bank Building</b> <b>621 17th Street</b> <b>Denver, Colorado 80202</b>					
4. AREA 1450 65 Acres <b>Jefferson County, Colorado</b>		5. APPROVED APPRAISED VALUE <b>\$3,542,000 00</b>		6. GOVERNMENT'S INITIAL OFFER <b>\$3,542,000 00</b>	
7. RESUME OF NEGOTIATION					
<p>a By previous appointment on 3 May 1974 a meeting was held with the owner, his attorney, Charles J Beise, his appraiser, Watson Bowes, at the office of the latter, 301 Equitable Building, Denver, Colorado. The Government's need for the property and the estate to be acquired was explained. The attorney was furnished a copy of the proposed offer to sell as well as a copy of the interim title binder. In compliance with Section 301(a) of Public Law 91-646, a letter was furnished advising the amount of established just compensation for the property and an information brochure containing general data of relocation benefits. After full discussion, owner submitted a counter offer of \$3,862,000 00 provided certain provisions could be met. Meeting was terminated while report was made to A E C for study and reply thereto.</p> <p>b On 19 July 1974 after negative reply from A E.C., another meeting was held with same parties as above at same location. After full discussion of all details of owner's previous counter offer and reasons for unfavorable consideration therefor, an offer of \$3,900,000 00 was made. Owner refused offer and made a counter proposal of \$4,162,000 00 plus certain reservations of a minor nature. A new offer of \$4,000,000 00 was made with owner and attorney refusing to lower their counter offer and stating that if this amount could not be approved it should be processed for condemnation. It was agreed that an offer to sell would be presented to A E.C. for consideration. At a subsequent meeting at Attorney Beise's office, after details had been worked out, an executed offer to sell was obtained dated 23 August 1974.</p>					
8. NEGOTIATOR'S RECOMMENDATION <b>RECOMMEND ACCEPTANCE</b>		9A. SIGNATURE, TITLE AND DATE  <b>L. J. Venable, Jr., Chief, Denver Real Estate Office</b>			
9. INTERIM RECOMMENDATION (Prof. Mgr. or Ch. Asst. Br.)		9A. SIGNATURE, TITLE AND DATE			
10. INTERIM RECOMMENDATION (Ch. R.E. Br.)		10A. SIGNATURE, TITLE AND DATE			
11. CHECK APPLICABLE ITEMS					
COUNTER OFFER IN THE AMT OF \$ <u>4,162,000 00</u> <input type="checkbox"/> ACCEPTED <input type="checkbox"/> REJECTED BY <input type="checkbox"/> BMT <input type="checkbox"/> BIV <input type="checkbox"/> OCE <input type="checkbox"/> OSA					
SIGNATURE		TITLE		DATE	

Best Available Copy

<b>NEGOTIATOR'S REPORT PART II</b>	<b>PROJECT NAME AND LOCATION</b> Rocky Flats, AEC Site, Colorado	<b>TRACT NUMBER</b> 35-36-39
<b>1 VARIATION IN APPRAISALS</b>  \$3,512,000.00 to \$3,900,000.00		
<b>2 UNUSUAL TAKING CONDITIONS</b> ( <i>Loss of water supply, severe reduction in utility, loss of access, etc.</i> ) Taking site of proposed reservoir. Sites on remaining ownership not suitable. Owner has bonafide offer of \$5,000.00 per acre through Denver Rio Grande Western Railroad for 160 acres of land in the acquisition area adjoining the railroad on the East.		
<b>3 BUILT IN COSTS</b> Trial will require a minimum of three days; cost of processing condemnation is estimated at \$500.00. Cost of trial for three days for Department of Justice, court costs, etc., is estimated at \$3,600.00 based on one contract appraiser witness. Cost of Corps' support - \$500.00, including trial preparation and pretrial, but excluding staff appraiser. It is therefore, estimated that built-in costs of the trial to the Government would be approximately \$4,600.00 if issue of just compensation is decided by trial.		
<b>LIABILITY RISKS</b>		
<b>A. PERCENTAGE OF COMPLETION OF PROJECT</b> ( <i>Option accepted and D/T filed</i> ) 30%		
<b>B. TOTAL CASES TRIED ON PROJECT IN THIS FEDERAL COURT JURISDICTION</b> None		
<b>C. RATIO OF AWARDS IN EXCESS OF GOVERNMENT'S APPRAISAL</b> See Paragraph 5		
<b>5 IF PROJECT IS IN AN EARLY STAGE PRECLUDING INFORMATION IN P. 4 ABOVE, INCLUDE ANY EMINENT DOMAIN DATA FROM OTHER CORPS OF ENGINEERS AGREEMENTS FOR ARMY, AIR FORCE OR OTHER FEDERAL AGENCIES IN THE SAME FEDERAL COURT JURISDICTION</b>  Information furnished that of 11 recent trials for Corps of Engineers on civil project, Chatfield Lake, Colorado, the average award was 27% in excess of deposit.		
<b>6 REMARKS</b>  In view of the information contained above and in view of the fact that appraisal was made effective 15 January 1974, which could account for five or six percent increase in value to date, it is believed to be in the best interest of the Government to accept this offer which is 17.5% over the appraised value.		
Best Available Copy		
<b>D. DATE</b>  8-27-74	<b>TITLE</b>  Chief, Denver Real Estate Office	<b>SIGNATURE</b> 

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RECORDED IN 2681

COUNTY CLERK &amp; RECORDER

PROJECT Rockv Flat AEC Site,  
Colorado

TRACTS NOS 35, 36 and 39

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That Marcus F Church and Marcus F Church as Trustee under Ruth McKay Trust as recorded in Book 1705 at Page 234 in the Office of the County Clerk and Recorder of the County of Jefferson, State of Colorado, of the County of Jefferson, State of Colorado, Grantors, for and in consideration of the sum of Four Million One Hundred Sixty-Two Thousand and No/100 Dollars (\$4,162,000 00), the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto the UNITED STATES OF AMERICA, Grantee, of Washington, D C, and its assigns, the following real estate situate in the County of Jefferson, State of Colorado, to-wit

Tract 35

The E $\frac{1}{2}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$  and the SE $\frac{1}{4}$  of Section 9, Township 2 South, Range 70 West of the Sixth Principal Meridian, Jefferson County, Colorado

Excepting therefrom a tract of land being described as follows Beginning at a point on the Ea line of said Section 9, 400 00 feet North of the Southeast corner thereof, thence Southwesterly along the Northerly right-of-way line of roadway to U S Atomic Energy Commission's Rocky Flats Plant, 203 16 feet; thence North parallel with said East line, 2,072 10 feet, thence Easterly at right angles to the right to said East line, thence South along said East line to the point of beginning

The tract of land herein described contains 310 65 acres, more or less

Subject to existing easements for public roads and highways, public utilities, railroads, and pipelines, water lines, conduits, flumes, ditches and canals, also subject to the rights and interests of third parties, if any, in the coal, oil and gas, in and under said land, except lessees of the Grantors, also subject to the rights and interests of third parties, if any, in the clay and gravel, in and under said land; also subject to reservations, exceptions and any other outstanding rights contained in or referred to in patents issued by the United States

Tract 36

The SW $\frac{1}{4}$  of Section 14 and the S $\frac{1}{4}$  of Section 15, Township 2 South, Range 70 West of the Sixth Principal Meridian, Jefferson County, Colorado

The tract of land herein described contains 480 00 acres, more or less

Subject to existing easements for public roads and highways, public utilities, railroads, and pipelines, water lines, conduits, flumes, ditches, and canals, also subject to the rights and interests of third parties, if any, in the coal, oil and gas in and under said land, except lessees of the Grantors; and reservations, exceptions and any other outstanding rights contained in or referred to in patents issued by the United States.

Best Available Copy

Tract 39

All of Section 13, except the East 50 00 feet and the following described parcel of land situated in the  $N\frac{1}{2}N\frac{1}{2}$

Beginning at the Northeast corner of said Section 13, thence West along the North line to the Northwest corner of said Section, thence South along the West line, 185 00 feet, thence East parallel with said North line, 2,640 00 feet; thence North, at right angles to the left, 125 00 feet; thence parallel with said North line, to the East line of said Section thence North along said East line to the point of beginning

Also, a tract of land situated in the  $S\frac{1}{2}NE\frac{1}{4}$  of Section 14, more particularly described as:

Beginning at the Southwest corner of said  $S\frac{1}{2}NE\frac{1}{4}$ , thence North  $01^{\circ}49'21''$  West, 14 00 feet; thence North  $89^{\circ}54'29''$  East, 27.57 feet, thence North  $62^{\circ}38'17''$  East, 2,863 83 feet, thence North  $89^{\circ}46'53''$  East, 27 11 feet to the East line of said  $S\frac{1}{2}NE\frac{1}{4}$ , thence South  $01^{\circ}49'21''$  East to the Southeast corner thereof; thence South  $89^{\circ}16'53''$  West to the point of beginning

All the above situated in Township 2 South, Range 70 West of the Sixth Principal Meridian, Jefferson County, Colorado

The tract of land herein described contains 660 00 acres, more or less

Subject to existing easements for public roads and highways, public utilities, railroads, and pipelines, water lines, conduits, ditches, ditches and canals, also subject to the rights and interests of third parties, if any, in the coal, oil and gas in and under said land, except lessees of the Grantors, and reservations, exceptions and any other outstanding rights contained in or referred to in patents issued by the United States

Excepting and reserving to the Grantors all coal, oil, gas, clay, gravel and rock, (rocks to be removed from clay and gravel excavations only) in and under Tract 35 and all appurtenant rights for exploration, development, production and removal of said coal, oil, gas, clay, gravel, and rock, but without the right to enter upon or over the surface of said land for the purpose of drilling and extracting therefrom said coal, oil and gas, further excepting and reserving all water rights, if any, in Smart Reservoir, Smart Ditch, Woman Creek, Walnut Creek, Upper Church Ditch, Coal Creek, Last Chance Ditch, McKay Ditch, and South Boulder Division Canal, or in any other reservoir, ditch and creek, together with all appurtenant rights thereto, with right to maintain, replace, and repair said ditches

Excepting and reserving to the Grantors all coal, oil and gas in and under Tracts 36 and 39 and all appurtenant rights for the exploration, development, production and removal of said coal, oil and gas, but without the right to enter upon or over the surface of said land for the purpose of drilling and extracting therefrom said coal, oil and gas, further excepting and reserving all water rights, if any, in Smart Reservoir, Smart Ditch, Woman Creek, Walnut Creek, Upper Church Ditch, Coal Creek, Last Chance Ditch, McKay Ditch and South Boulder Division Canal, or in any other reservoir, ditch and creek, together with all appurtenant rights thereto, with right to maintain, replace, and repair said ditches

Excepting and reserving to the Grantors, now in possession of Tracts 35, 36 and 39, in consideration of the protection and maintenance of the land, buildings, and structures, and protection of the property against loss by fire, waste, or other causes to which the Grantors hereby agree, reserve the right to occupy the above described property until 31 December 1974. Such occupancy is subject to revocation by the District Engineer at any time by giving 90 days' notice in writing to the Grantors if possession of the property is required by the United States; and provided further that the Grantors or their tenant will remove no improvements or timber unless otherwise provided herein

Best Available Copy

Excepting and reserving to the Grantors the right to remove a corral and interior fence from Tract 39 on or before 31 December 1974. In the event that said improvements are not completely removed on or before said date, the right of removal shall terminate automatically and the United States shall have a good and indefeasible title to said improvements which remain without notice to the Grantors

Excepting and reserving to the Grantors the right to continue using and maintaining an existing spring and two water pipelines situated in the extreme Southeast corner of Tract 39

Grantors agree that their reserved rights for, in and under Tract 35 for exploration, development, production and removal of gravel, clay and rock shall be subject and subordinate to the right of the Atomic Energy Commission to evacuate all personnel involved in any operation on said tract for short periods of time, upon notice to the Grantors and all of their lessees, licensees and permittees, and that Grantors agree that the Atomic Energy Commission's right to evacuate will be reflected in all subsequent arrangements with their lessees, licensees and permittees

To have and to hold the premises above described, together with all the tenements, hereditaments, and appurtenances thereunto belonging unto the said UNITED STATES OF AMERICA and its assigns forever

The Grantors, for themselves and their heirs, executors, and administrators, do covenant with the UNITED STATES OF AMERICA and its assigns, that they are lawfully seized of said premises, that said premises are free from encumbrances, that they have good right and lawful authority to convey the same, and that they will warrant and defend the title to said premises against the lawful claims of all persons whomsoever

The Grantors further quitclaim to the UNITED STATES OF AMERICA and its assigns all their right, title and interest in and to any streams, alleys, roads, streets, ways, strips, pores, or railroad rights-of-way abutting or adjoining said land

The word "Grantors" as used on pages 2 and 3 herein, shall include their respective heirs, personal representatives, successors and assigns

Dated this 15<sup>th</sup> day of November, 1974

Marcus F Church  
MARCUS F CHURCH

Marcus F Church, Trustee  
MARCUS F CHURCH  
AS TRUSTEE UNDER RUTH MCKAY TRUST

ACKNOWLEDGMENT

STATE OF COLORADO )  
COUNTY OF JEFFERSON ) ss

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of November, 1974, by Marcus F Church and by Marcus F Church as Trustee under Ruth McKay Trust

Witness my hand and official seal

NOTARY PUBLIC  
My Commission Expires  
Jan 28, 1977

Ray E. Moore  
Notary Public

Best Available Copy

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STATE OF COLORADO  
COUNTY OF JEFFERSON  
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RECORDED IN 2681  
COUNTY CLERK & RECORDER

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# CONSENT

THE UNDERSIGNED SPOUSE, of MARCUS F CHURCH, being fully informed of my rights under the provisions of the Colorado Probate Code relating to "Elective Share of Surviving Spouse," do hereby consent to the transfer to the UNITED STATES OF AMERICA for the consideration of \$4,162,000 00, of the following described real property lying and being situate in the County of Jefferson, State of Colorado, to-wit

## Tract 35

The E $\frac{1}{2}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$  and the SE $\frac{1}{4}$  of Section 9, Township 2 South, Range 70 West of the Sixth Principal Meridian, Jefferson County, Colorado

Excepting therefrom a tract of land being described as follows Beginning at a point on the East line of said Section 9, 400 00 feet North of the Southeast corner thereof; thence Southwesterly along the Northerly right-of-way line of roadway to U S Atomic Energy Commission's Rocky Flats Plant, 208 16 feet, thence North parallel with said East line, 2,072 10 feet, thence easterly at right angles to the right to said East line, thence South along said East line to the point of beginning

The tract of land herein described contains 310 65 acres, more or less

Subject to existing easements for public roads and highways, public utilities, railroads, and pipelines, water lines, conduits, flumes, ditches, and canals, also subject to the rights and interests of third parties, if any, in the coal, oil and gas, in and under said land, except lessees of the Grantors, also subject to the rights and interests of third parties, if any, in the clay and gravel, in and under said land, also subject to reservations, exceptions and any other outstanding rights contained in or referred to in patents issued by the United States

## Tract 36

The SW $\frac{1}{4}$  of Section 14 and the S $\frac{1}{2}$  of Section 15, Township 2 South, Range 70 West of the Sixth Principal Meridian, Jefferson County, Colorado

The tract of land herein described contains 480 00 acres, more or less

Subject to existing easements for public roads and highways, public utilities, railroads, and pipelines, water lines, conduits, flumes, ditches and canals, also subject to the rights and interests of third parties, if any, in the coal, oil and gas in and under said land, except lessees of the Grantors; and reservations, exceptions and any other outstanding rights contained in or referred to in patents issued by the United States

## Tract 39

All of Section 13, except the East 50 00 feet and the following described parcel of land situated in the NE $\frac{1}{4}$

Beginning at the Northeast corner of said Section 13; thence East along the North line to the Northwest corner of said Section; thence South along the West line, 185 00 feet, thence East parallel with said North line, 2,640 00 feet; thence North, at right angles to the left, 125 00 feet, thence East, parallel with said North line, to the East line of said Section, thence North along said East line to the point of beginning

Also, a tract of land situated in the S $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 14, more particularly described as:

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Beginning at the Southwest corner of said S<sup>1</sup>/4E<sup>1</sup>, thence North 01°49'21" west, 14 00 feet, thence North 89°54'29" east, 27 57 feet, thence North 62°38'17" East, 2,863 93 feet, thence North 80°46'23 East, 27 11 feet to the East line of said S<sup>1</sup>/4NE<sup>1</sup> thence South 01°49'21" East to the Southeast corner thereof; thence South 89°16'53" west to the point of beginning

All the above situated in Township 2 South, Range 70 West of the Sixth Principal Meridian, Jefferson County, Colorado

The tract of land herein described contains 660 00 acres, more or less

Subject to existing easements for public roads and highways, public utilities, railroads, and pipelines, water lines, conduits, flumes, ditches and canals, also subject to the rights and interests of third parties, if any, in the coal, oil and gas in and under said land, except lessees of the Grantors; and reservations, exceptions and any other outstanding rights contained in or referred to in patents issued by the United States

I acknowledge disclosure to me of all circumstances surrounding the aforesaid conveyance to the grantee named above, and I am satisfied that said conveyance is for adequate and full consideration in money or money's worth

I further understand and intend that the above named grantee is completing the purchase of the above described property from my spouse in reliance upon my consent and upon the statements herein made by me

  
ANNE K CHURCH

STATE OF COLORADO )  
COUNTY OF JEFFERSON ) ss

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March, 1974, by Anne K Church, Witness my hand and official seal

NOTARY PUBLIC  
My Commission Expires  
June 28, 1977

  
Notary Public

Best Available Copy

PROJECT: Rocky Flats AEC Site,  
Colorado

TRACT NO.: 37

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That D O M Acres, a limited partnership existing under and by virtue of the laws of the State of Colorado, Grantor, for and in consideration of the sum of Two Hundred Fifty-Eight Thousand and No/100 Dollars (\$258,000 00), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the UNITED STATES OF AMERICA, Grantee, of Washington, D C , and its assigns, the following real estate situate in the County of Jefferson, State of Colorado, to-wit:

The SE $\frac{1}{4}$  of Section 14, Township 2 South, Range 70 West of the Sixth Principal Meridian, Jefferson County, Colorado Excepting therefrom a tract of land described as follows: Beginning at the Southeast corner of said Section 14; thence North along the East line of said Section, 843 00 feet; thence North 89°54'00" West, 475 00 feet; thence South 85°32'00" West, 673 00 feet; thence South 05°04'00" East, 212 00 feet; thence South 41°58'00" East, 668 00 feet; thence South 24°42'00" East to the South line of said Section; thence Easterly along said South line to the point of beginning, containing 141 87 acres, more or less

Subject to existing easements for public roads and highways, public utilities, railroads and pipelines, water lines, conduits, flumes, ditches, and canals, and subject to the following exceptions and rights outstanding in third parties: coal, oil, gas, and other mineral rights of third parties, if any, except lessees of the Grantor; and reservations, exceptions and any other outstanding rights contained in or referred to in patents issued by the United States

Excepting and reserving to the Grantor, now in possession of the property, in consideration of the protection and maintenance of the land, buildings, and structures, and protection of the property against loss by fire, waste, or other causes, to which the Grantor hereby agrees, reserves the right to occupy the property until 1 July 1974 Such occupancy is subject to revocation by the District Engineer, Omaha District, U S Army Corps of Engineers, 6014 U S Post Office & Courthouse, Omaha, Nebraska 68102, at any time by giving ninety (90) days' notice in writing to the Grantor if possession of the property is required by the United States; and provided further that the Grantor will remove no improvements or timber unless otherwise provided herein

To have and to hold the premises above described, together with all the tenements, hereditaments, and appurtenances thereunto belonging unto the said UNITED STATES OF AMERICA and its assigns forever

The Grantor, for itself, its successors and assigns, does hereby covenant with the UNITED STATES OF AMERICA and its assigns that said Grantor is lawfully seized of said premises, that said premises are free from encumbrances and that said Grantor has good right and lawful authority to convey the same; and that said Grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

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COURT CLERK'S OFFICE

The grantor further quitclaims to the UNITED STATES OF AMERICA  
and its assigns all its right, title, and interest in and to any streams, roads,  
allways, easements, ways, strips, gores, or railroad rights-of-way abutting  
or adjoining said land.

Dated this 7 day of June, 1974

D O M ACRES, a limited partnership

Charles A. Sutton  
CHARLES A. SUTTON, Limited Partner

P A Di Lorenzo  
P A DI LORENZO, General Partner

Jacquelyn A Sutton  
JACQUELYN A SUTTON, Limited Partner

Janet M Di Lorenzo  
JANET M. DI LORENZO, General Partner

Michael F Borysow  
MICHAEL F BORYSOW, Limited Partner

William J Hartman  
WILLIAM J HARTMAN, Limited Partner

Michelle A Borysow  
MICHELLE A BORYSOW, Limited Partner

Yolanda M Hartman  
YOLANDA M. HARTMAN, Limited Partner

Hugh F Kragor  
HUGH F KRAGOR, Limited Partner

John H Colvin  
JOHN H COLVIN, Limited Partner

Lelan D Kragor  
LELAN D KRAGOR, Limited Partner

Janice M Colvin  
JANICE M. COLVIN, Limited Partner

ACKNOWLEDGMENT

STATE OF COLORADO )  
COUNTY OF Jeff ) SS

The foregoing instrument was acknowledged before me this 7 day of June, 1974, by P A Di Lorenzo, General Partner, of D O M Acres, a limited partnership

Witness my hand and official seal

Joseph F. R. H.  
Notary Public

My Commission Expires:

Aug 4, 1977

Best Available Copy

ACKNOWLEDGMENT

STATE OF COLORADO )  
COUNTY OF Jeff ) SS

The foregoing instrument was acknowledged before me this 7 day of June, 1974, by Janet M. Di Lorenzo, General Partner, of D O M Acres, a limited partnership.

Witness my hand and official seal

Joseph F. R. H.  
Notary Public

My Commission Expires:

Aug 4, 1977

ACKNOWLEDGMENT

STATE OF COLORADO )  
COUNTY OF Jefferson } SS

The foregoing instrument was acknowledged before me this 7 day of August, 1974, by William J Hartman, Limited Partner, of DO M. Acres, a limited partnership

Witness my hand and official seal

Joseph F. Hill  
Notary Public

My Commission Expires:

Aug 4 1977

ACKNOWLEDGMENT

STATE OF COLORADO )  
COUNTY OF Jefferson } SS

The foregoing instrument was acknowledged before me this 7 day of August, 1974, by Yolanda M. Hartman, Limited Partner, of D O.M. Acres, a limited partnership

Witness my hand and official seal

Joseph F. Hill  
Notary Public

My Commission Expires:

Aug 4 1977

ACKNOWLEDGMENT

STATE OF COLORADO )  
COUNTY OF Jefferson } SS

The foregoing instrument was acknowledged before me this 7 day of August, 1974, by John H Colvin, Limited Partner, of D O M Acres, a limited partnership

Witness my hand and official seal

Joseph F. Hill  
Notary Public

My Commission Expires:

Aug 4 1977

Best Available Copy

ACKNOWLEDGMENT

STATE OF COLORADO )  
COUNTY OF Jefferson } SS

The foregoing instrument was acknowledged before me this 7 day of August, 1974, by Janice M. Colvin, Limited Partner, of D O M Acres, a limited partnership

Witness my hand and official seal

Joseph F. Hill  
Notary Public

My Commission Expires

Aug 4 1977

ACKNOWLEDGMENT

CLAYTON  
STATE OF NEBRASKA }  
COUNTY OF Jefferson } SS

The foregoing instrument was acknowledged before me this 7 day of June, 1974, by Charles A Sutton, Limited Partner, of D O M Acres, a limited partnership

Witness my hand and official seal.

Joseph F. Hill  
Notary Public

My Commission Expires:

Aug 4, 1977

ACKNOWLEDGMENT

CLAYTON  
STATE OF NEBRASKA }  
COUNTY OF Jefferson } SS

The foregoing instrument was acknowledged before me this 7 day of June, 1974, by Jacquelyn A Sutton, Limited Partner, of D O M Acres, a limited partnership

Witness my hand and official seal.

Joseph F. Hill  
Notary Public

My Commission Expires:

Aug 4, 1977

ACKNOWLEDGMENT

CLAYTON  
STATE OF NEBRASKA }  
COUNTY OF Jefferson } SS

The foregoing instrument was acknowledged before me this 7 day of June, 1974, by Michael F Borysow, Limited Partner, of D O M Acres, a limited partnership

Witness my hand and official seal

Joseph F. Hill  
Notary Public

My Commission Expires:

Aug 4, 1977

ACKNOWLEDGMENT

CLAYTON  
STATE OF NEBRASKA }  
COUNTY OF Jefferson } SS

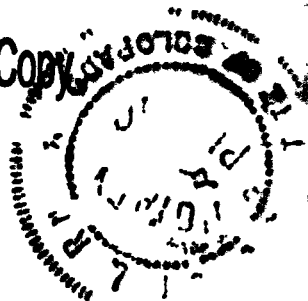
The foregoing instrument was acknowledged before me this 7 day of June, 1974, by Michelle A Borysow, Limited Partner, of D O M Acres, a limited partnership

Witness my hand and official seal

My Commission Expires:

Aug 4, 1977

Joseph F. Hill  
Notary Public



Best Available Copy

ACKNOWLEDGMENT

STATE OF ~~NEBRASKA~~ }  
COUNTY OF ~~Jefferson~~ } SS

The foregoing instrument was acknowledged before me this 7 day of June, 1974, by Hugh F Kragor, Limited Partner, of D.O.M. Acres, a limited partnership.

Witness my hand and official seal

Joseph F. Lash  
Notary Public

My Commission Expires:

Aug 4, 1977

ACKNOWLEDGMENT

STATE OF ~~NEBRASKA~~ }  
COUNTY OF ~~Jefferson~~ } SS

The foregoing instrument was acknowledged before me this 7 day of June, 1974, by Lelan D Kragor, Limited Partner, of D O M Acres, a limited partnership

Witness my hand and official seal.

Joseph F. Lash  
Notary Public

My Commission Expires:

Aug 4, 1977

Best Available Copy

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STAMP  
FILING

H3128 3501114

RECORDED IN 2682 232

COUNTY, LAND &amp; RECORDS

PROJECT

Rocky Flats AEC Site,  
Colorado

TRACT NO

38

## WARRANTY DEED

This Deed, made and entered into between Glenn Young and Company, a General Partnership, of the County of Jefferson, State of Colorado, party of the first part, and the UNITED STATES OF AMERICA of Washington, D C , party of the second part

WITNESSETH, That the party of the first part, for and in consideration of the sum of Fifty-Four Thousand and No/100 Dollars (\$54,000 00), to the said party of the first part in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the UNITED STATES OF AMERICA and its assigns, the following described real estate situated in the County of Jefferson, State of Colorado, to-wit

A tract of land situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 14, Township 2 South, Range 70 West of the Sixth Principal Meridian, Jefferson County, Colorado, more particularly described as

Beginning at the Southeast corner of Section 14, thence North along the East line of said Section, 843 00 feet thence North 89°54'00" West, 475 00 feet, thence South 85°32'00" West, 673 00 feet, thence South 05°04'00" East, 212 00 feet, thence South 41°58'00" East, 668 00 feet, thence South 27°54'00" East to the South line of said Section, thence Easterly along said South line to the point of beginning

The tract of land herein described contains 18 13 acres, more or less

Subject to existing easements for public roads and highways, public utilities, railroads, pipelines, water lines, conduits, flumes, ditches, and canals Also subject to the rights and interests of third parties in coal, oil, and gas in and under said land, except lessees of the party of the first part, and reservations, exceptions and any other outstanding rights contained in or referred to in patents issued by the United States

Excepting and reserving to the party of the first part, now in possession of the property, in consideration of the protection and maintenance of the land, buildings, and structures, and protection of the property against loss by fire, waste, or other causes, to which the party of the first part hereby agrees, the right to occupy the property until December 31, 1974 Such occupancy is subject to revocation by the District Engineer at any time by giving ninety (90) days' notice in writing to the party of the first part if possession of the property is required by the United States, and provided further that the party of the first part will remove no improvements or timber unless otherwise provided herein.

To have and to hold the premises above described, together with all the tenements, hereditaments and appurtenances thereunto belonging unto the said UNITED STATES OF AMERICA and its assigns forever

The party of the first part, for itself, its successors and assigns, does hereby covenant with the UNITED STATES OF AMERICA and its assigns that said party of the first part is lawfully seized of said premises; that said premises are free from encumbrances, except as above noted; that said party of the first part has good right and lawful authority to convey the same; and that said party of the first part warrants and will defend the title to said premises against the lawful claims of all persons whomsoever

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The party of the first part further quitclaims to the UNITED STATES OF AMERICA and its assigns all its right, title, and interest in and to any streams, alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land

Dated this 20<sup>th</sup> day of November, 1974

GLENN YOUNG AND COMPANY

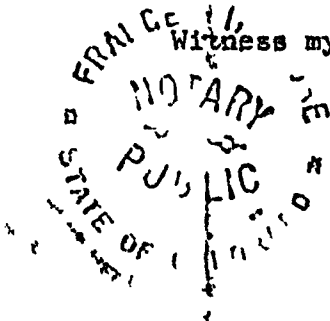
BY *Robert L. Young*  
ROBERT L. YOUNG  
A General Partner

ACKNOWLEDGMENT

STATE OF COLORADO    }  
                              } \SS  
COUNTY OF JEFFERSON }

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of November, 1974, by Robert L. Young, a General Partner of Glenn Young and Company, a General Partnership

Witness my hand and official seal



*Francis H. Moore*  
Notary Public

My Commission Expires

June 5, 1975

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County of Jefferson State of C

Recorded in

PROJECT

Rocky Flats AEC Site

2766

773

TRACT NOS : 40 and 44

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That Rocky Mountain Energy Company, a Utah Corporation, organized and existing under the laws of the State of Utah and organized to do business in the State of Colorado, Grantor, for and in consideration of the sum of Seventy-Seven Thousand and NO/100 Dollars (\$77,000 00), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the United States of America, of Washington, D C Grantee, and its assigns, the following real estate situate in the County of Jefferson, State of Colorado, to-wit

## Tract 40

A tract of land situated in the NE 1/4 of Section 13, Township 2 South, Range 70 West of the Sixth Principal Meridian, Jefferson County, Colorado, being more particularly described as follows:

Beginning at the Northeast corner of said Section; thence West along the North line to the Northwest corner of said Section; thence South along the West line of said Section, 185 00 feet; thence East and parallel with the North line of said Section, 2,640 00 feet; thence North at right angles to the left, 125 00 feet, thence East and parallel with said North line to the East line of said Section; thence North along said East line to the point of beginning

The tract of land herein described contains 14 85 acres, more or less

## Tract 44

A tract of land situated in the E 1/2 of Section 9, Township 2 South, Range 70 West of the Sixth Principal Meridian, Jefferson County, Colorado, being more particularly described as follows:

Beginning at a point on the East line of said Section 9, 400 00 feet North of the Southeast corner thereof; thence Southwesterly along the Northerly right-of-way line of roadway to U S Atomic Energy Commission's Rocky Flats Plant, 208 16 feet; thence Northerly and parallel with the East line of said Section 9, 2,072 10 feet; thence Easterly at right angles to last described line to the East line of said Section 9, thence Southerly along the said East line of said Section 9 to the point of beginning

The tract of land herein described contains 9 35 acres, more or less

Subject to existing easements for public roads and highways, public utilities, railroads, and pipelines; also subject to reservations as contained in deed from Marcus F Church and Marcus F Church as trustees for Ruth McKay under Trust Agreement recorded May 4, 1904 in Book 1705 at Page 234, to Union Pacific Railroad Company, recorded July 22, 1970, in Book 2196 at Page 485, records of Jefferson County, Colorado

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Warrant  
Said Documentary Fee  
Date 10/1/73  
S. Elmer

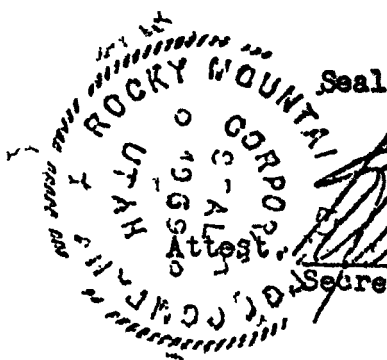
To have and to hold the premises above described, together with all the tenements, hereditaments and appurtenances thereunto belonging unto the said United States of America and its assigns forever

The Grantor, for itself and its heirs, executors, and administrators, does covenant with the United States of America and its assigns that it is lawfully seized of said premises; that said premises are free from encumbrances; that it has good right and lawful authority to convey the same; and that it will warrant and defend the title to said premises against the lawful claims of all persons whomsoever

The Grantor further quitclaims to the United States of America and its assigns, all its right, title and interest in and to any streams, alleys, roads, streets, ways, strips, gores or railroad rights-of-way abutting or adjoining said land

The word "Grantor" as used herein shall include its heirs, personal representatives, successors and assigns

Dated this 20 day of SEPTEMBER, 1975



ROCKY MOUNTAIN ENERGY COMPANY,  
A Utah Corporation

[Signature] By [Signature]  
Secretary President

ACKNOWLEDGMENT

STATE OF COLORADO )  
COUNTY OF Jefferson ) ss

I, Janis E Kawecki, in and for said Jefferson County, in the state aforesaid, do hereby certify that James C Wilson and Kenneth R Oldham, who are personally known to me to be the same persons whose names are subscribed to the foregoing agreement, as having executed the same as President and Secretary of Rocky Mountain Energy Company, a Utah corporation, and who are known to me to be such officers, respectively, appeared before me this day in person and did severally acknowledge: That the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the same was thereunto affixed by the authority of said corporation; that said instrument was by like authority subscribed with its corporate name; that the said James C Wilson is the President of said corporation, and the said Kenneth R Oldham is the Secretary thereof; that by the authority of said corporation they respectively subscribed their names thereto as President and Secretary, and that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth

Given under my hand and seal this 2nd day of September, 1975



[Signature]  
Notary Public

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COUNTY  
STATION  
FILED IN 11 FICEN

JUN 6 4 20 PM '74

RECORDED 337

COUNTY CLERK & RECORDER

PROJECT: Mucky Flats AEC Site,  
Colorado

TRACT NO : 41

# WARRANTY DEED

This Deed made this 17 day of July, 1974, between H Sol Cersonsky individually and as trustee pursuant to Amended Declaration of Trust dated December 28 1973 and recorded January 23 1974, in Book 2586 at Page 712 in the Office of the County Clerk and Recorder of the County of Jefferson, State of Colorado, Oscar Gross Jack D Feuer and Leizor Rosen all of the City and County of Denver and State of Colorado, parties of the first part and the UNITED STATES OF AMERICA of Washington D C party of the second part

WITNESSETH That the parties of the first part for and in consideration of the sum of Eight Hundred Thousand and No/100 Dollars (\$800 000 00) to the said parties of the first part in hand paid by the said party of the second part the receipt of which is hereby acknowledged do hereby grant bargain sell and convey unto the UNITED STATES OF AMERICA and its assigns the following described real estate situated in the County of Jefferson State of Colorado, to-wit:

The S1/2 of Section 12, Township 2 South Range 70 West of the Sixth Principal Meridian Jefferson County Colorado, except a parcel of land described as follows:

Beginning at a point 42 7 feet East of the Northeast corner of the SE1/4 of said Section 12; thence South 585 15 feet on a line which projected would intersect the Southeast corner of said SE1/4; thence West at right angles to said line a distance of 50 feet to the true point of beginning, said point being 16 5 feet West of the East line of the said SE1/4; thence continuing West at right angles to last mentioned line, a distance of 70 feet; thence South at right angles a distance of 140 feet to a point on the Northerly line of a right-of-way and easement recorded in Book 1716 at Page 45 records of Jefferson County; thence North 38°41'29" East along said right-of-way and easement line a distance of 112 feet; thence North 00°26'58 West, a distance of 55 feet to the point of beginning

Also excepting the West 33 feet of the S1/2 of said Section 12 Township 2 South Range 70 West of the Sixth Principal Meridian as contained in Deed recorded August 2 1973 in Book 2534 at page 289 County of Jefferson, State of Colorado

The tract of land herein described contains 317 84 acres more or less

Subject to existing easements for public roads and highways, public utilities railroads pipelines water lines conduits, flumes ditches and canals Also subject to the rights and interests of third parties in coal oil and gas in and under said land except lessees of the parties of the first part and reservations exceptions and any other outstanding rights contained in or referred to in patents issued by the United States

Best Available Copy

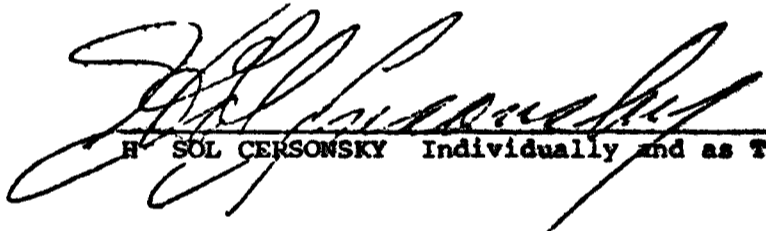
Excepting and reserving to the parties of the first part, now in possession of the property, in consideration of the protection and maintenance of the land, buildings, and structures, and protection of the property against loss by fire, waste, or other causes, to which the parties of the first part hereby agree, the right to occupy the property until October 10 1974 Such occupancy is subject to revocation by the District Engineer at any time by giving ninety (90) days' notice in writing to the parties of the first part if possession of the property is required by the United States and provided further that the parties of the first part will remove no improvements or timber unless otherwise provided herein


To have and to hold the premises above described together with all the tenements hereditaments and appurtenances thereunto belonging unto the said UNITED STATES OF AMERICA and its assigns forever

The parties of the first part further quitclaim to the UNITED STATES OF AMERICA and its assigns all their right title and interest in and to any streams alleys, roads streets, ways strips gores, or railroad rights-of-way abutting or adjoining said land

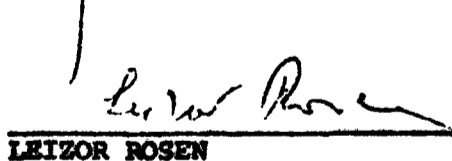
The parties of the first part for themselves their heirs, executors and administrators do hereby covenant with the UNITED STATES OF AMERICA and its assigns that said parties of the first part are lawfully seized of said premises; that said premises are free from encumbrances, except as above noted; that said parties of the first part have good right and lawful authority to convey the same; and that said parties of the first part warrant and will defend the title to said premises against the lawful claims of all persons whomsoever

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written

  
H SOL CERNSKY Individually and as Trustee

  
OSCAR GROSS

  
JACK D FEUER

  
LEIZOR ROSEN

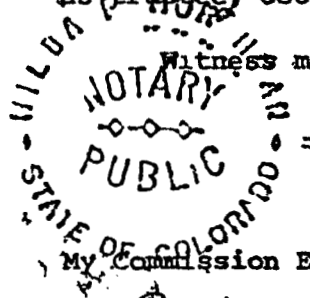
## ACKNOWLEDGMENT

STATE OF COLORADO )  
 ) ss  
 COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 1<sup>st</sup>  
 day of June 1974 by H Sol Cersonsky individually and  
 as trustee, Oscar Gross Jack D Feuer and Leizor Rosen

Witness my hand and official seal

Melba P. Hershman  
 Notary Public



My Commission Expires

October 17, 1977

Best Available Copy

6483

CLERK OF DISTRICT COURT  
JULY 21 3 24 PM '73  
RECORDED  
COUNTY CLERK & REC'D

PROJECT Rocky Flats AEC Site,  
Colorado

TRACT NO 42

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS

That Anne T Straub, a single person, of the County of Jefferson, State of Colorado, Grantor, for and in consideration of the sum of Four Hundred Thousand and No/100 Dollars (\$400,000 00), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the UNITED STATES OF AMERICA, Grantee, of Washington, D C , and its assigns, the following real estate situate in the County of Jefferson, State of Colorado, to-wit

The NE $\frac{1}{4}$  of Section 12, Township 2 South, Range 70 West of the Sixth Principal Meridian, Jefferson County, Colorado, containing 160 00 acres, more or less

Subject to existing easements for public roads and highways, public utilities, railroads, and pipelines, water lines, conduits, flumes, ditches, and canals, and subject to the following exceptions and rights outstanding in third parties coal, oil, gas, and other mineral rights of third parties, if any, except lessors of the Grantor, and reservations, exceptions and any other outstanding rights contained in or referred to in patents issued by the United States

To have and to hold the premises above described, together with all the tenements, hereditaments, and appurtenances thereunto belonging unto the said UNITED STATES OF AMERICA and its assigns forever

The Grantor, for herself, her heirs, executors and administrators, does hereby covenant with the UNITED STATES OF AMERICA and its assigns that said Grantor is lawfully seized of said premises that said premises are free from encumbrances and that said Grantor has good right and lawful authority to convey the same, and that said Grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever

The Grantor further quitclaims to the UNITED STATES OF AMERICA and its assigns all her right, title, and interest in and to any streams, alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land

Dated this 1 day of June, 1972

Anne T Straub  
ANNE T STRAUB

Best Available Copy

26 46 733

ACKNOWLEDGMENT

STATE OF COLORADO )  
COUNTY OF Denver ) SS

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day  
of June, 1974, by Anne T Straub a single person

Witness my hand and official seal

*James L. Bucher*  
Notary Public

My Commission Expires  
July 24, 1975

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ST. L. 5  
113 4 1 1 4

PROJECT: Rocky Plateau Site,  
Colorado

SEP 8 3 24 11  
RECORDED 2560 1774

COUNTY CLERK & RECORDER

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That Elsie L. McGeorge, a single person, C P McClintic, also known as C P McClintick, also known as Christine P McClintic, a single person, and Elsie V McClintic, a single person, all of the County of Richmond, State of Virginia, Grantors, for and in consideration of the sum of Four Hundred Twenty-Two Thousand and No/100 Dollars (\$422,000 00), the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto the UNITED STATES OF AMERICA, Grantee, of Washington, D C, and its assigns, the following real estate situate in the County of Jefferson, State of Colorado, to-wit

The NW $\frac{1}{4}$  of Section 12, Township 2 South, Range 70 West of the Sixth Principal Meridian, Jefferson County, Colorado

Excepting therefrom a tract of land described as follows:

Commencing at the Northwest corner of said NW $\frac{1}{4}$ ; thence East along the North line of said NW $\frac{1}{4}$ , 511 26 feet to the point of beginning, thence South 00°21'30" West to the South line thereof, thence Easterly along the said South line, 150 05 feet; thence North 00°21'30" East to the North line of said NW $\frac{1}{4}$ ; thence Westerly along said North line to the point of beginning

The tract of land herein described contains 150 76 acres, more or less

Subject to existing easements for public roads and highways, public utilities, railroads and pipelines, water lines, conduits, flumes, ditches, and canals and subject to the following exceptions and rights outstanding in third parties: coal, oil, and gas in and under said land, except lessees of the Grantors; and reservations, exceptions and any other outstanding rights contained in or referred to in patents issued by the United States

Excepting and reserving all coal, oil and gas in and under said land and all appurtenant rights for the exploration, development, production and removal of said coal, oil and gas, but without the right to enter upon or over the surface of said land for the purpose of drilling and extracting therefrom said coal, oil and gas; further excepting and reserving all water rights, if any, in Smart Reservoir, Smart Ditch, Woman Creek, Walnut Creek, Upper Church Ditch, Coal Creek, Last Chance Ditch, Lohr Ditch and South Boulder Division Canal, or in any other reservoir, ditch and creek, together with all appurtenant rights thereto, but without the right to enter upon or over the surface of said land for the purpose of exercising such water rights

To have and to hold the premises above described, together with all the tenements, hereditaments, and appurtenances thereunto belonging unto the said UNITED STATES OF AMERICA and its assigns forever

The Grantors, for themselves, their heirs, executors, and administrators, do hereby covenant with the UNITED STATES OF AMERICA and its assigns that said Grantors are lawfully seized of said premises; that said premises are free from encumbrances; that said Grantors have good right and lawful authority to convey the same; and that said Grantors warrant and will defend the title to said premises against the lawful claims of all persons whomsoever

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The Grantors further quitclaim to the UNITED STATES OF AMERICA and its assigns all their right, title and interest in and to any streams, alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land

Dated this 4<sup>th</sup> day of September, 1974

Elsie L Mc George  
ELSIE L MCGEORGE

C P McClintic  
C P MCCLINTIC

Elsie V McClintic  
ELSIE V MCCLINTIC

ACKNOWLEDGMENT

STATE OF VIRGINIA  
City of Richmond } ss

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of September, 1974, by Elsie L. McGeorge, a single person, C P McClintic, also known as C P McClintick, also known as Christine P McClintic, a single person, and Elsie V McClintic, a single person

Witness my hand and official seal

a g Thibault  
Notary Public

My Commission Expires.

March 23, 1976

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AEC

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
THE STATE OF COLORADO

This MEMORANDUM OF UNDERSTANDING, made this 11th day  
of February, 1974, by and between the State of Colorado,  
acting by and through the State Board of Land Commissioners, hereinafter  
referred to as the State, and the United States of America, hereinafter  
referred to as the Government, acting by and through the U S Atomic  
Energy Commission, hereinafter referred to as the AEC

WHEREAS, due to development of lands adjacent to the Rocky Flats  
Plant which is under the jurisdiction of the AEC, it is necessary to acquire  
a buffer zone surrounding the Plant for safety and for other purposes, and

WHEREAS, the State is the owner of Section 16, Township 2 South,  
Range 70 West of the 6th Principal Meridian Jefferson County, Colorado,  
and

WHEREAS, all of said Section 16, except approximately the West  
One-half of the West One-half, lies within the area of the proposed buffer  
zone, and

**WHEREAS** the State wishes to retain title to said Section 16 in order to continue to receive revenue from leases for the removal of clay, sand, gravel and other materials and

**WHEREAS**, it has been determined that the continued present use of Section 16 will not be detrimental to the AEC Rocky Flats Plant

**NOW, THEREFORE** the parties hereto agree as follows

- 1) The Government will not acquire said Section 16 at the present time
- 2) The State will continue to lease said Section 16 for all present uses, including, but not limited to, grazing, the excavation and processing of clay, sand and gravel and other materials, including the erection of a sand and gravel processing plant, and as a sanitary land fill area
- 3) In the event it should become necessary or desirable for the State to transfer its interest in or change the general use of the said Section 16, the State will give the Government 120 days' notice prior to such transfer or the implementation of such new use, and in the event the Government, acting by and thru the AEC should determine that the proposed transfer or new use is undesirable or incompatible with the objectives of the proposed buffer zone, the Government may acquire the fee of

(Page 2 of 3)

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said Section 16, or such lesser interest therein as will provide the Government with effective control over the use to which said Section 16 may be put.

4) Any notice to the Government, in accordance with the terms of paragraph 3 above, shall be sent to the Manager, Albuquerque Operations Office, U S Atomic Energy Commission P O. Box 5400, Albuquerque, New Mexico 87115

5) The AEC shall have the right to evacuate all personnel involved in any operation on said Section 16 for short periods of time, and in the event such action is necessary the AEC will notify the State and all of its lessees, licensees and permittees. The State shall assure that the AEC's right to evacuate is reflected in the State's arrangements with its lessees, licensees and permittees

IN WITNESS WHEREOF, the parties hereto have signed this MEMORANDUM as of the date and year first written

UNITED STATES OF AMERICA  
ACTING BY AND THROUGH THE  
U S ATOMIC ENERGY COM  
MISSION, ALBUQUERQUE OPER-  
ATIONS OFFICE

H. C. Donnelly  
Manager

STATE OF COLORADO  
ACTING BY AND THROUGH THE  
STATE BOARD OF LAND COM-  
MISSIONERS

Raymond H. Linson  
President

Ray A. Brecht  
Register

Robert J. McPherson  
Engineer

(Page 3 of 3)

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IN THE  
UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

UNITED STATES OF AMERICA

Plaintiff,

vs

2 00 ACRES OF LAND MORE OR LESS  
SITUATE IN JEFFERSON COUNTY STATE  
OF COLORADO AND INDUSTRIAL GAS SERVICES  
INC A COLORADO CORPORATION, ET AL

Defendants

DECLARATION  
OF  
TAKING

CIVIL NO 76-F-615

TRACT NO 49

TO THE HONORABLE  
THE UNITED STATES DISTRICT COURT

I, the undersigned, Robert C. Sacramento Jr. Administrator of the United States Energy Research and Development Administration, do hereby make the following declaration by direction of the United States Energy Research and Development Administration

1 (a) The land described in Schedule "A" and in the complaint filed in the above entitled cause is taken pursuant to the Act of Congress approved August 1, 1888 (25 Stat 357 40 U S C 257) the Act of Congress approved February 26, 1931 (46 Stat 1421 40 U S C 258a) and under the further authority of the Act of Congress approved August 1 1916 (60 Stat 755, 42 U S C 1801 et seq ), and the Act of Congress approved August 30 1954 (68 Stat 919 42 U S C 2011 e seq ), the Acts of Congress approved June 16, 1972 (Public Law 92-314) and May 10 1974 (Public Law 93-276) which acts authorize the acquisition of said land, and the Acts of Congress approved August 25 1972 (Public Law 92-405) and August 28 1974 (Public Law 93-393) which acts appropriated funds for such purposes

(b) The land is being acquired under the direction of the United States Energy Research and Development Administration for the use of the United States of America in connection with the Rocky Flats Area of the United States Energy Research and Development Administration, devoted to production purposes in the field of atomic energy and for such other uses as may be authorized by law

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Note The 20 acres acquired by  
purchase without condemnation -  
for \$2,250.00 - see Warranty Deed  
Jhalanawa

2 A description of the land taken is set forth in Schedule "A"

3 The estate taken for said public uses is the fee simple title to the land described in Schedule "A", reserving, however, to the landowner, its successors and assigns, a perpetual and assignable easement and right-of-way in on, over and across said land for the location construction operation maintenance alteration repair and patrol of gas lines, excepting and excluding therefrom all coal, oil gas and minerals including clay sand and gravel in and under said land and all appurtenant rights for the exploration, development, production and removal of said coal, oil, gas and minerals, including clay, sand and gravel but without the right to enter upon or over the surface of said land for the purpose of drilling and extracting therefrom said coal, oil, gas and minerals, including clay, sand and gravel further excepting and excluding all water rights, if any in Smart Reservoir, Smart Ditch, Woman Creek, Walnut Creek, Upper Church Ditch, Coal Creek, Last Chance Ditch, McKay Ditch and South Boulder Division Canal, or in any other reservoir, ditch and creek together with all appurtenant rights thereto, but without the right to enter upon or over the surface of said land for the purpose of exercising such water rights subject, however to existing easements for public roads and highways, public utilities, railroads, pipelines, water lines, conduits, flumes ditches and canals

4 A plan showing the land taken is set forth in Schedule "B"

5 The sum of money estimated by the United States Energy Research and Development Administration to be just compensation for the land taken, with all buildings, improvements and appurtenances including all interests hereby taken in the land, is set forth in Schedule "A" This sum is deposited into the Court to the use of the persons entitled thereto The United States Energy Research and Development Administration is of the opinion that the ultimate award for this taking probably will be within any limits prescribed by law on the price to be paid therefore

IN WITNESS WHEREOF, the undersigned, the Administrator of the United States Energy Research and Development Administration, hereunto subscribes his name by direction of the United States Energy Research and Development Administration, on this 5th day of February, A D 19 76

*/s/ Robert C. Sammons Jr.*

Administrator United States Energy  
Research and Development Administration

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County of Jefferson State of Colorado

Record of Project

Rocky Flats EDA Site, Colorado

TRACT NO

49

2881

87

WARRANTY DEED

This Deed, made this 23 day of July, 1976, between Adolph Coors Company, a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, party of the first part, and the UNITED STATES OF AMERICA, of Washington, D C, party of the second part

WITNESSETH, that the party of the first part, for and in consideration of the sum of Two Thousand Two Hundred Fifty and 00/100 Dollars (\$2,250.00), to the said party of the first part in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the UNITED STATES OF AMERICA and its assigns, the following described real estate situated in the County of Jefferson, State of Colorado, to-wit:

The West 33.00 feet of the  $\frac{1}{2}$  of Section 12, Township 2 South, Range 70 West of the Sixth Principal Meridian, Jefferson County, Colorado, containing 2.00 acres, more or less

Subject to existing easements for public roads and highways, public utilities, railroads, pipelines, water lines, conduits, flumes, ditches, and canals. Also subject to the rights and interests of third parties, in any, in coal, oil, and gas in and under said land, except lessees of the part of the first part, and reservations, exceptions and any other outstanding rights contained in or referred to in patents issued by the United States

Reserving to the party of the first part, its successors and assigns, a perpetual and assignable right-of-way in, on, over and across said land for the location, construction, operation, maintenance, alteration, repair and patrol of gas lines. Also reserving to the party of the first part all coal, oil, gas, clay, sand and gravel in and under said land and all appurtenant rights for the exploration, development, production and removal of said coal, oil, gas, clay, sand and gravel, but reserving the right to enter upon or over the surface of said land for the purpose of drilling and extracting therefrom said coal, oil and gas

Also excepting and reserving all water rights, if any, in Smart Reservoir, Smart Ditch, Roman Creek, Walnut Creek, Upper Church Ditch, Coal Creek, Las Chance Ditch, Camp Ditch and South Boulder Division Canal, or in any other reservoir, ditch and creek, together with all appurtenant rights thereto

The party of the first part agrees that its reserved rights for, in and under the land described above shall be subject and subordinate to the right of the United States Energy Research and Development Administration to evacuate all personnel involved in any operation on said land for short periods of time, upon notice to the party of the first part and all of its lessees, licensees, and permittees, and that party of the first part agrees that the United States Energy Research and Development Administration's right to evacuate will be reflected in all subsequent arrangements with their lessees, licensees and permittees

To have and to hold the premises above described, together with all the tenements, hereditaments and appurtenances thereto belonging unto the said UNITED STATES OF AMERICA and its assigns forever

The party of the first part further quitclaims to the UNITED STATES OF AMERICA and its assigns all its right, title, and interest in and to any streams, alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land

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JUL 23 1976 exempt

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The party of the first part, for itself, its successors and assigns, does hereby covenant with the UNITED STATES OF AMERICA and its assigns that said party of the first part is lawfully seized of said premises, that said premises are free from encumbrances, except as above noted, that said party of the first part has good right and lawful authority to convey the same, and that said party of the first part warrants and will defend the title to said premises against the lawful claims of all persons whomsoever

IN WITNESS WHEREOF, the said party of the first part hereunto caused its corporate name to be hereunto subscribed by its Senior Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary the day and year first above written

ADOLPH COORS COMPANY

ATTEST

1. OBI SOV

Assistant Secretary

By

L C SUND

Senior Vice President

STATE OF COLORADO )  
COUNTY OF JEFFERSON ) ss

The foregoing instrument was acknowledged before me this 22nd day of July, 1976, by L C Sund as Senior Vice President and T B Robinson as Assistant Secretary of Adolph Coors Company, a corporation

Frances J. Leake  
Notary Public

My Commission Expires

January 15, 1978

Tract #	Types of Possible Rights Reserved
1	Unknown Mineral rights Lindsay; Reamer; Thompson; UPRR; + Colo Dept of Hwys.
2	Farmers' Reservoir and Irrigation Company right to inspect and maintain Woman Creek coal, oil, and gas (Grantors) access to inspect and maintain Woman Creek (Grantors) Grantors' right to build 2 auto crossings, a cattle guard, 2 railroad sidings, a water pipe line, and a water ditch from end of existing ditch running from Woman Creek [in conjunction w/Tracts 4&5E] Union Pacific Railroad (UPRR) coal underlying Section 11 UPRR may have mineral rights water rights from Woman Creek
3	Farmers' Reservoir and Irrigation Co. right to inspect and maintain Woman Creek
4	Grantors' right to build 2 auto crossings, a cattle guard, 2 railroad sidings, a water pipe line, and a water ditch from end of existing ditch running from Woman Creek [in conjunction w/ Tracts 2&5E] coal, oil, and gas (Grantors) Union Pacific Railroad may have mineral rights water rights from Woman Creek
29	coal, oil, and gas (third party) mineral rights UPRR
30	PSC power line right of way mineral rights UPRR
31	coal, oil, gas, and minerals (third party) mineral rights: Lindsay; Reamer; Thompson
32	Extraction of clay w/30 foot entrance road [Sec.4] coal, oil, and gas (third party) - Lindsay clay and gravel (third party) all water rights, w/appurtenant rights thereto misc. UPRR rights (Coal) mineral rights Colo. Dept of Hwys; Abernathy; Rocky Mt. Fuel Co

Tract #	Types of Possible Rights Reserved
33	coal, oil, and gas (third party) all water rights, w/o right to enter land mineral rights: Abernathy; Rocky Mt. Fuel Co.
34	coal, oil, gas, and minerals (third party) mineral rights UPRR
35	coal, oil, gas, clay, and gravel (third party) coal, oil, and gas (Grantors), w/o right to enter land clay, gravel, and rock (Grantors)w/ entry rights all water rights, w/entry rights for repair mineral rights UPRR
36	coal, oil, and gas (third party) coal, oil, and gas (Grantors), w/o entry rights all water rights, w/entry rights
37	coal, oil, and gas (third party)
38	coal, oil, and gas (third party)
39	coal, oil, and gas (third party) coal, oil, and gas (Grantors), w/o entry rights all water rights, w/entry rights mineral rights UPRR
40	reservations contained in deed from Church mineral rights UPRR
41	coal, oil, and gas (third party)
42	<i>MINERALS</i> , coal, oil , and gas (third party)
43	coal, oil, and gas (third party) coal, oil, and gas (Grantor)w/o entry rights all water rights w/o entry rights
44	Reservations contained in deed from Church mineral rights UPRR
48	owned by State of Colorado
49	Industrial Gas Services, Inc. gas transmission line right of way



Section 9

1. Church, Marcus F. 1/2 Trustee & 1/2 Marcus F. Church  
445.264 acres NW 1/4 & S 1/2
2. Lindsay, Susan M. 160 acres NE 1/4
3. Denver Water Line 7.35 acres SW 1/4

Mineral Rights

Union Pacific (coal rts in all 640 acres)

Section 10

USA 640 acres

Section 11

USA 640 acres

Section 12

1. Rogers, Frank A. Jr. & James M. Trustees  
72.91 acres N 1/2 SW 1/4
2. McClintick, C. P. & Elsie V. Et al  
150.76 acres NW 1/2
3. Rogers, Frank A. Jr. & James M.  
78.75 acres S 1/2 SW 1/4
4. Straub, Tom P  
acres not given NE 1/4
5. Rogers, Frank A. Jr. & James M.  
77.11 acres S 1/2 SE 1/4
6. Rogers, Frank A. Jr. & James M. Trustees  
69.32 acres N 1/2 SE 1/4
7. Public Service Co.  
9.24 acres in W 1/2 NW 1/4

Section 13

1. Church, Marcus F. & as trustee for Ruth McKay  
320 acres W 1/2
  2. Church, (same as above)  
156.97 acres SE 1/4
  3. Church (same as above)  
156.37 acres NE 1/4
- Mineral rts - Union Pacific 640 acres

Section 14

1. Church, Marcus F. Trustee 1/2 & Marcus F. Church 1/2  
160 acres SW 1/2
2. Rodgers, Frank A. Jr. & James M. Trustees  
80 acres N 1/2 SE 1/4
3. USA 80 acres N 1/2 NE 1/4
4. USA 160 acres NW 1/4
5. Glenn Young & Co. 20.58 acres in SE 1/4 SE 1/4
6. USA (40) 80 acres S 1/2 NE 1/4
7. Church, Marcus F. Trustee 40 acres S 1/2 NE 1/4
8. Rodgers, Frank A. Jr. & James M.  
59.42 acres in S 1/2 SE 1/4

Section 15

1. USA 320 acres N 1/2
2. Church, Marcus F. Trustee 1/2 Marcus F. Church 1/2  
320 acres S 1/2

Section 16

State of Colo. 640 acres

Section 21

1. Church, Marcus F. Trustee 1/2 & Marcus F. Church 1/2  
190.96 acres (All land N. of Colo. Hwy 72) in N 1/2

Section 22 (N. of Colo. 72)

1. Church, Marcus F. Trustee 1/2 Marcus F. Church 1/2  
160 acres N 1/2 NW 1/4 & N 1/2 NE 1/4
2. Rodgers, Frank A. Jr. 160 acres less
3. Union Rural Electric Assoc. Inc. .23 acres

Section 23 N 1/2 only

Marcus F. Church, Trustee 1/2 Marcus F. Church 1/2  
320 acres in N 1/2

Section 24    N 1/2 only

1. Glenn Young & Co.  
160 acres NW 1/4
2. Marcus F. Church 1/2 as trustee for Ruth McKay 1/2  
160 acres NE 1/4

Division Engineer, MRD

2 Oct 51

Chief, Real Estate Division

Rocky Flats, Colorado site of an AEC Plant

1. The original site selected for the AEC plant was approximately eight miles south of Boulder, Colorado adjoining State Route #93 on the east and contained approximately 2500 acres of land. The Corps of Engineers contracted with C. W. Robinson of Pueblo, Colorado to appraise the property. Information obtained by him from the U.S. Geological Survey made it apparent there were workable coal deposits in that area as well as fire clay deposits. It was recommended to the AEC and approved by them that the site be moved one mile east and one mile south to avoid the coal deposits. The final site is nine miles south of Boulder and approximately twenty miles north of Denver, one mile east of State Highway #93 and known as Rocky Flats.

2. ~~XXXXXXXXXXXX~~ There is attached a copy of a description of the location, neighborhood, character, topography and adaptability taken from the appraiser's reports.

3. There are three surface owners who are also part owners of minerals and three other owners of part of the minerals only. Contracts were made with Dr. John Vanderwilt, President, School of mines, University of Colorado and with Mr. Fred W. Whiteside consulting mining engineer of Denver, Colorado to furnish reports as to the presence or absence of minerals and their value. The AEC approved making these contracts. A copy of Dr. Vanderwilt's Summary and conclusions is attached. Mr. Whiteside's was quite similar.

4. The three surface owners are primarily large cattle operators. A tabulation of the names, acreage being acquired and appraised value is attached. The acreage being acquired is in each case a part of the total acreage owned or leased in this and other areas by the three owners.

5. Negotiations were carried on with each owner unsuccessfully. Each claimed value for minerals as well as more value for the surface than the appraiser estimated. The appraisal was based on eleven actual sales showing values of from \$6.00 to \$25.00 per acre. His appraisal was \$23.00 per acre, including minerals. The owners wanted from \$50.00 to \$125.00 per acre plus a value for minerals ranging from \$0.15 per ton on estimated tonnage of coal to \$50.00 per acre of mineral rights alone (the latter being the U.P.R.R. Co.).

6. The AEC could not delay starting construction although rights of entry for survey and exploration had been obtained from each owner. In July 1951, therefore, a suit in condemnation was filed and an order for immediate possession was obtained from the Court, whereupon construction was started. Further negotiations were then carried on by the Department of Justice with the owners.

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7. In September 1951 the AEC inquired of OCE whether further negotiations were taking place. The undersigned, therefore, went to Denver to confer with Mr. Dave Persons, Project Engineer, AEC, and Mr. Clifford Chittim, U. S. Attorney in charge of these cases and to confer with each land owner. These conferences took place and a report of each is attached.

8. The conclusion was reached after these conferences that the value in each case would have to be established by trial before court. This for the reason that so many different issues are involved for water rights, coal, clay, location of fences, moving the boundary line to exclude certain ditches, cattle crossings over or under the access road and severance damages. The AEC is limited in the concessions they can make mainly for security reasons. Mr. Chittim is having a separate appraisal made to strengthen his position. He is continuing to negotiate with owners or their attorneys. Services of the Corps of Engineers were offered to both Mr. Chittim and Mr. Persons and action has been taken to obtain for Mr. Chittim certain information he has requested regarding the appraisals and water rights.

9. Both Mr. Chittim and Mr. Persons were most cooperative and gave generously of their time for the conferences held.

3 Incls  
Exhibit 1  
" 2  
" 3

*W R Goodall Jr*  
W. R. GOODALL, JR.  
Chief, Real Estate Division

## EXHIBIT I

### Location, Neighborhood, Etc.

This land is in an area known as the Rocky Flats, located approximately twenty miles Northwest of Denver, Colorado, and approximately nine miles South of Boulder, Colorado. Colorado Highway 93 is located one mile West of the area, and is oiled for a short distance but gravelled the balance of the way along the West side of the area. Colorado Highway 72 runs approximately a mile South of the area and is entirely an oiled road. There are no homes in the neighborhood, and only one tract of land has improvements on it. These are occupied by hired help and are included in this taking. Aside from the two State Highways, the only roads in the area are unimproved trail roads. One power transmission line is located approximately one mile to the West and another power transmission line is located approximately one mile to the East. The Moffatt Tunnel Branch of the Denver and Rio Grande Western Railroad passes about two miles south of the land.

### Character, Topography and Adaptability

This land is entirely grazing land and consists of level to undulating flat areas with an overlay of gravel and cobblestones ranging in thickness from one foot to twenty-five feet, and abruptly sloping valleys which contain only a small amount of gravel and cobblestones. In spite of the heavy slopes no serious erosion or soil washing is taking place, and the land is generally well grassed with a good mixture of grasses on the upland, on the slopes and in the valleys. Where the gravel joins with the basic soil there are numerous springs and seeps, and the small creeks which traverse the area carry a supply of water, which is very ample for all grazing purposes. The average rainfall is approximately 14 inches, two-thirds of which falls in the growing season, making this pasture highly desirable for summer use for the grazing of cattle. The upland flat areas, and its location along the foothills of the Rocky Mountains, where sudden snow storms accompanied by high wind, are common, makes it poorly adapted to winter grazing. Its location near the Denver Livestock Market, which is the principal market for the Rocky Mountain area, makes it some of the most desirable grazing land in this part of the country. While the area is subject to drouth in the latter part of the summer, the grasses do not burn up under such conditions, but cure up and remain available for feed for cattle until about the 15th of October. The land is probably developed to its highest and best use at the present time, as the gravel overlay and the steep slopes preclude its being converted to farm land. The natural drainage of the area is to the East with a very slight tendency toward North of East. The Altitude ranges from 5750 feet to 6100 feet. Three small irrigation ditches cross the area. The gravel, which is present on the upland portion, is poorly bedded and very poorly sorted and lacks any commercial value because of its composition, which is approximately 60% clay and silt, 15% sand, 15% pebbles and 10% cobbles.

C.W. Toffinson, Appraiser

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## EXHIBIT II

### SUMMARY AND CONCLUSIONS

The mineral deposits which include gravel, clay, petroleum and natural gas, and coal found within the area under consideration are, in the writer's opinion, without cash market value.

The gravel mixed with boulders, silt, and clay found at the surface is noncommercial. A processing cost would be prohibitive.

The Laramie formation from which clay has been mined in neighboring places, where the clay is close to the surface, is 800 to 1,000 feet beneath the surface. The market value of the type of clay found in this horizon is too low for mining at a profit from such a depth.

Petroleum and natural gas are not present in the area; structural conditions are unfavorable for their occurrence.

It must be recognized that a certain amount of coal of minable thickness may occur at depths of 800 to 1,000 feet in the area, even though the records of mines in adjoining areas suggest the possibility that no minable coal is present. The term minable as used signifies a good quality coal not less than four to six feet thick. Under prevailing conditions of high cost and limited markets for coal, minable coal even if it were present could not be developed and mined at a profit.

In my opinion the land under consideration has no cash market value as potential coal land.

*Dr. Vanderwilt*

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# EXHIBIT III

<u>OWNER</u>	<u>ACRES</u>	<u>APPRAISAL</u>
George W. Lindsay . . . . .	960	\$32,105
(Includes all minerals on 160 acres and 1/4 minerals on 180 acres)		
Katherine E. Church . . . . .	1225.9	32,056
(Includes all minerals on 100 acres and 1/2 minerals on 800 acres)		
Frank A. Rodgers . . . . .	100	9,200

43,761

The other owners of mineral rights are:

- A. Reamer Patten, et al
- Frank J. Eberharter
- Union Pacific R. R. Co.

Owners

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APPRAISAL OF COAL, GRAVEL,  
AND CLAY IN EAST PART OF ROCKY FLATS,  
JEFFERSON COUNTY, COLORADO

CORPS OF ENGINEERS

U. S. ARMY

MISSOURI DIVISION

OMAHA, NEBRASKA

JUNE 2, 1951

JOHN W VANDERWILT

GOLDEN, COLORADO

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## SUMMARY AND CONCLUSIONS

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In my opinion the land under consideration has no cash market value as potential coal land. //

## PURPOSE

This report is an appraisal of mineral potentialities from the point of view of a possible condemnation of certain land for government use. The land has been used solely for grazing. It is known to be underlain by the Laramie coal-bearing formation, and the value of the coal possibilities is the prime object of this appraisal. Gravel and clay are included as these two materials constitute the only other mineral deposits apart from coal that might conceivably have any value, and oil is referred to because oil is thought of where sedimentary rocks are present. The value of grazing or any other use of the surface is not considered.

## LOCATION OF LAND

The area under consideration in the easterly part of Rocky Flats in Jefferson County, Colorado, is described as follows:

The south half of sections 2 and 3;

All of sections 10 and 11;

The north half of sections 14 and 15;

All located in Township 2 South, Range 70

West of Sixth Principal Meridian.

## ACKNOWLEDGMENTS

As a part of the investigation on which this report is based the writer had the advantage of discussions with Mr. C. W. Robinson of Pueblo, Colorado, and Mr. Fred Whiteside of Denver, Colorado. Mr. C. W. Robinson made available for the writer's use two reports by members of the United States Geological Survey; one by F. S. Jensen and G. R. Scott, dated April 2, 1951 and entitled "The Mineral Resources of the Rocky Flat Site near Denver, Colorado"; and one by N. W. Bass and W. B. Cashion, dated April 20, 1951, entitled "Coal in the Rocky Flats Sites, Townships 1 and 2 South, Range 70 West, Boulder and Jefferson Counties, Colorado, to Supplement Report by F. S. Jensen and G. R. Scott".

## DEFINITION OF TERMS

In an appraisal of a mineral deposit it is essential that the meaning of the terms used is properly understood.

A coal-bearing formation is one in which coal is commonly found. The presence of a coal-bearing formation does not mean that coal is present, or that coal which may be present is minable, and therefore the term merely signifies areas and places that are favorable for coal.

Coal land commonly is used synonymously with coal-bearing formation, although strictly speaking its use should be limited to areas where the presence of coal has been determined

by drill tests or mine workings. The terms "minable", "workable", and "commercial", as applied to coal are seldom used with restricted meaning. Each may refer to the quality of the coal as to B.T.U. content, ash content, and water content, or they may refer to thickness of coal, or again to the depth of the coal. Owners of coal mines are more apt to restrict these terms to coal that can be mined at a profit. In this report the term "minable" as applied to coal will be used and with the meaning that it signifies a coal bed of good quality of not less than four to six feet thick, and the other terms will be avoided. This restriction of meaning is somewhat arbitrary and is made to simplify discussion.

"Cash market value" is used to signify the price that could be obtained because of the coal present or believed to be present and does not make any allowance for surface or other use of the land.

#### GENERAL FEATURES OF THE AREA

Rocky Flats is an area of 12 to 15 square miles covered with a mantel composed of a mixture of boulders, gravel, and clay deposited by streams from the mountainous area to the west. The area under consideration is in the easterly part of Rocky Flats where numerous streams have eroded through the mantel of boulders and gravel and penetrated the underlying soft clay shale of the Denver-Arapahoe formation. Springs, water seeps, and damp areas

mark the line of contact between the overlying gravel and underlying clay shale. The slopes of clay shale commonly show evidence of surface movement or slumping which is indicative of the unstable character of this material when it is wet.

The coal-bearing formation crops out at surface in a north-south line about half a mile west of the west boundary of the area under consideration. At the outcrop the formation dips east at angles of around 35 to 50 degrees which flatten with depth so that under the area being considered the formation is at a depth of 800 to 1,000 feet as described in the report by Bass and Cashion referred to above. A possible extent and nature of coal under the area can be inferred only from conditions found in coal mines to the southwest and north at distances of a mile or more. A careful review and check was made of the report by Bass and Cashion and the facts presented therein are regarded as entirely acceptable. As he states, the data available are insufficient to establish the precise depths of the coal and the thickness of the coal can be determined only by inference.

#### NATURE OF THE COAL-BEARING FORMATION IN THE DENVER REGION

The coal-bearing formation is exposed at the surface in a number of places along the mountain front. It has been recorded in oil well tests, water wells, and in coal mines. A characteristic feature of the formation is that its component members are lenticular

even though the unit as a whole is fairly uniform, and the individual beds of coal are extremely lenticular. In places two or three coal beds are present. Locally more than one bed is mined although as a rule only one can be mined in a given area.

The coal-bearing formation is a series of alternating beds of sandstone and clay within the base of 200 feet of what is known as the Laramie formation. Along the foothills the sandstone beds of the coal-bearing formation commonly forms a ridge in which the strata dip easterly at angles of 35 or more degrees. In the vicinity of the area under consideration this sandstone ridge is a prominent topographic feature in the valley of Leyden Gulch to the south and in Coal Creek to the north, but it is largely concealed by gravel in the area west.

The coal is sub-bituminous and in general the B.T.U. content is higher to the north and to the south. Coal in the Leyden No. 3 Mine is reported to have a B.T.U. content of 8,000 as compared to 10,000 north of the area under consideration.

#### INFERENCE AS TO THE NATURE OF COAL IN AREA UNDER CONSIDERATION

The inference as to presence of coal in the area is based on the general nature of the coal-bearing formation and more specifically on the records obtained during operation of: the Leyden Mine to the south, the Capital Mine and Spicer Mine to the west, and the Industrial Mine to the northeast.

The Leyden Mine which lies about two miles to the south of the area under consideration was operated by the Denver Tramway Company and represents a "captive" mine, that is the coal mined was used by the company for manufacture of power which was used for operating the streetcar system. A captive mine does not have to look for outside markets to consume its product. The mine was closed and abandoned a little over a year ago and the records show that the coal was not minable to the north in the direction towards the area under consideration.

The Capital Mine, also known as the Caprock Mine, nearly three-quarters of a mile west from the area has produced coal from the outcrop and down the dip for several hundred feet. The bed of coal dips easterly at an angle of about 44 degrees and to the north down the dip the thickness of the coal has decreased.

The old Spicer Mine about three-quarters of a mile west of the northwest corner of the area is reported to have mined a bed of coal 4 feet thick, and it is reported unauthentically, that just before the mine was closed many years ago another bed 14 feet thick was discovered by borings a few feet stratigraphically above the 4-foot bed. More recently clay has been mined from the surface in this area. Considerable trenching had been done but the writer was unable to observe coal of minable thickness. Thin beds one and two feet thick are mentioned in the report by Jensen and Scott referred to earlier.

The Industrial Mine located two to two and one half miles northeast of the area being considered was an independent and

successful operation. The mining of coal was stopped to the south and southwest by faults and other features, and test borings failed to disclose extensions of minable coal beyond these limits.

The record of each of the four mines referred to indicates that the coal bed decreases to less than minable width from the south, west, and northeast towards the area under consideration. This does not exclude the possibility that a certain amount of minable coal might occur in the area, but it is equally true that the records of the mines referred to in the adjoining areas suggest the possibility that no minable coal is present throughout the area under consideration.

#### FACTORS BEARING ON VALUE OF POTENTIAL COAL LANDS

An appraisal of the cash market value of potential coal lands must include considerations of coal reserves of the region, the cost of mining coal, and the market for coal.

The area of Colorado underlain by all kinds of coal probably exceeds 25,000 square miles, distributed in 25 counties. No part of the state is far from a source of coal. The thickness of the coal beds is estimated to be 2 to 60 feet with an estimated reserve of nearly 200 billion tons of coal.

The Denver Region in which coal occurs covers an overall area about 120 miles long and 60 miles wide, or 7,200 square miles. The area under consideration is a part of a smaller unit

that covers not less than 30 square miles. It is apparent from data which are given in reliable public reports that as far as our present requirements are concerned the coal reserves in Colorado are inexhaustible. Under this condition only the most favorably situated tracts of the best coal lands have any prospect of being developed. The bulk of the potential coal lands are destined to remain undeveloped for several tens of years and consequently the coal that may be present can not be used and therefore has little or no cash market value.

The market for coal in Colorado is small and the general trend over the years has been a replacement of coal by oil and gas. As a result the coal industry has shown little or no growth over the past decade and none is in prospect for the near future.

High costs for labor and materials have increased the over-all cost of mining which has had an adverse affect on coal mining in Colorado. Only the well-organized operations favorably situated with good coal and with reasonably well-established markets have been able to survive. During the past few years the development of strip mines have been able to produce coal at a lower cost than most underground mines. The result has been the closing down of certain underground mines; two examples are the Leyden Mine in the Denver Region, and the mine of the Hayden Coal Company at Steamboat Springs on the western slope.

As stated above, the market for coal is limited and the trend of greater use of oil and gas to replace coal precludes the hope for any improvement in the market for coal in the near future.

This means that a new coal mine would have to take the business from existing mines, most of which are located in areas more favorable than the area under consideration, and which have the advantage of being established. This situation mitigates against the development of new underground mines in Colorado, even where good coal is known to be favorably located, and there is no prospect of a change in the foreseeable future.

The area under consideration is not located where the best grade of coal is to be expected, the presence of minable coal has not been demonstrated, and the favorable horizon is at a depth of 800 to 1,000 feet. These features explain why the coal possibilities were not developed in the past and at times when costs were much more favorable than they are now. Under present economic conditions of high costs and decreasing market for coal, it would not be possible to extract and market minable coal at a profit, even if minable coal was present. No sound engineering data or other evidence could be found which indicates that coal could be mined at a profit under the conditions known to prevail in the area under consideration. For this reason it is my studied opinion that no cash market value can be assigned to undiscovered coal or coal that might be discovered on the area under consideration in the south half of sections 2 and 3; all of sections 10 and 11; the north half of sections 14 and 15; and all located in Township 2 South, Range 70 West of Sixth Principal Meridian.

This opinion does not cover every aspect of cash value.

In the minds of a few persons, a coal deposit, or even

the prospect of a coal deposit is accepted as prima-facie evidence that there must be some value no matter how speculative the possibilities might be. It is my belief that such a value could not be more than a few dollars per acre and even so small an amount would be difficult to establish beyond a personal opinion.

The writer would not recommend the purchase of the tract for any monetary consideration for the coal it might contain because there is no prospect of exploitation of such coal at a profit.

The summary and conclusions are given as an opening statement of this report.

Respectfully submitted

June 2, 1951

/s/ John W. Vanderwilt  
John W. Vanderwilt  
Consulting Geologist  
Golden, Colorado



# THE DOW CHEMICAL COMPANY

ROCKY FLATS PLANT  
P O BOX 8131  
DENVER COLORADO

January 6, 1955

F. H. Langell

cc:

✓ G. C. Hoover, AEC - Thru: F. H. Langell *FAH*

T. S. Chapman

W. R. Cornelison

B. P. Shepherd

File and Record

## MAP OF THE ABANDONED CAP ROCK MINE ONE MILE SOUTHWEST OF THE ROCKY FLATS PLANT

This mine has also been variously called the Capitol Coal Mine and the Eagle Coal Mine. Mr. F. J. Hartnagle of our Rocky Flats Electric Shop kindly furnished the accompanying map and information.

The mine works a coal seam which outcrops on a north and south line passing underneath the coal tippie of the mine. The seam and the mine car track slope at an angle of  $45^{\circ}$  from the vertical toward the east as one descends. At about a depth of 700 feet from the surface of the ground, the seam bends and rapidly becomes horizontal. Mining on the  $45^{\circ}$  slope is definitely more economical, so their mining was done in the slope section of the bed beginning from about the 720 foot level below the ground and working upwards. They had mined out perhaps one-third of the coal possible up to the surface of the earth from a point some half mile north of the tippie, where they encountered Union Pacific mining rights, and extending something less than one-quarter mile south of the tippie. In some places, the coal was as much as fourteen feet thick in a vertical direction, or about eleven feet thick perpendicular to the direction of the stratum.

A proximate analysis on a section 90 inches thick showed:

	<u>As Received in Laboratory</u>	<u>Dry Basis</u>
% Moisture	18.09	-
% Ash	4.49	5.48
% Volatile Matter	36.39	44.43
% Fixed Carbon	41.03	50.09
	<hr/> 100.00	<hr/> 100.00
% Sulfur	0.49	0.60
BTU Content	9,893	12,079

January 6, 1955

The coal was very phrophoric. A pile laying out on the ground would be hot in three weeks. They burned down their storage bunkers one night with a loss of \$100,000. About the only way to store the coal was under water and such a setup appeared too expensive under their conditions.

The mine is now sealed and over one-half full of water. However, since the pillars are of coal, it can be dewatered.

A core well was made several hundred feet east of the bottom of the shaft and found the coal seam they were working at 720 feet, which is presumably the approximate level of the particular seam of coal under our site.

There were three thinner veins of coal above the one which was worked, i.e.:

2 ft. thick coal	-	75 ft. from surface
3½ ft. " "	-	350 ft. from surface
4 ft. " "	-	400 ft. from surface

*+ much chance  
a well →  
any good.* The roof is a hard, pink, permeable sandstone with very little water in it. They had to pump only fifty gallons of water a minute about three shifts per week to keep up with the water. There seemed to be no cracks in the sandstone in the neighborhood, otherwise he considered there would have been more water. At the Leyden Coal Mine some five miles south, they pumped more than ten times as much water working on the same formation. Some uranium has been taken from the Leyden Coal Mine, but they never had a counter down the Cap Rock Mine.

The mine was economical to operate compared to the average here, and two men could get out some thirty-five tons of coal per day with little trouble. The room method of operation was used, the coal being blasted from the upper end of the room and sliding down to the lower end where it would practically load itself into cars or the skip. However, there was a market only during the winter months for the coal even at the Valmont powerhouse. The mine could not be kept operating economically, so was closed down. in 1953?

*L. A. Matheson*  
L. A. Matheson

LAM:sf

Enclosure (1)

16/15

SLOPE INCLINE  
SINGLE TRACK

720

SLOPE

0.80

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ELY 6160

3 A E

LAKE

COLLIER

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12

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1997	W. H. HARRIS
1998	W. H. HARRIS
1999	W. H. HARRIS
2000	W. H. HARRIS

CAPROCK MINE  
SECTION 16 TWP 25S RANGE 70W  
JEFFERSON COUNTY  
SCALE 1/4" = 200 FEET

STOPPED

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OFFICE MEMORANDUM • UNITED STATES GOVERNMENT

TO : K. E. Fields  
General Manager

FROM : Brig. General Alfred D. Starbird, USA  
Director of Military Application

SUBJECT: MINERAL RIGHTS AT ROCKY FLATS

SYMBOL : MAM:AGB

DATE: Oct 24 1956

As you will recall, decisions reached during the final settlement of land acquisition problems at Rocky Flats resulted in the re-vesting of mineral rights with several of the former owners. Each of these individual settlements, however, contains the stipulation that the exercise of these rights will be limited so that there will be no use of the surface of the land and no underground usage which will unreasonably interfere with the use of the surface by the AEC. The Government acquired mineral rights to only 720 acres of the approximately 2,560 acres that make up the present site. A map is attached showing the location of the various tracks, including the 720 acres referred to above.

An application for an oil and gas lease (Colorado #010485) has been filed with the Department of Interior, Bureau of Land Management, by Mr. Thomas Miller of Knoxville, Tennessee. The area covered in this lease is within the area wholly owned by the AEC. Mr. Miller proposes that his lease include, among others, the following stipulations:

1. "To conduct all surface drilling operations, for the production of and exploration for oil and gas, outside those areas that are within the actual plant areas of the Rocky Flats Area of the United States Atomic Energy Commission.
2. "In the event the drilling for oil and gas is to be done beneath the actual plant area, the surface operations of such drilling will be conducted outside the plant area. Such drilling will be done by controlled directional methods.
3. "All limitations imposed by this appeal shall remain in effect as long as Oil and Gas Lease, Colorado #010485 is in effect."

If granted, this lease would enable Mr. Miller to perform surface drilling operations within the Rocky Flats Area itself but not within

COPY

COPY

K. E. Fields

- 2 -

Oct 24 1956

the inner fenced plant area. The Bureau of Land Management has requested that we inform them whether or not a lease may be issued to Mr. Miller.

The Division of Military Application believes the lease application should be denied and with your concurrence will so inform the Bureau of Land Management. Our conclusion is based on the following:

1. A recent Commission decision on a request to conduct mineral exploration at Hanford (AEC 927) stated that no surface access could be granted to any of the AEC-held area there. The recommended decision, then, is consistent with present policy.
2. If the instant request were approved, present owners of mineral rights on tracts 1, 2, and 4 at Rocky Flats would probably request, and could hardly be refused, the same right.
3. Security and health safety problems resulting from on-site exploration and drilling could become serious. Also, extensive operations inside the area would largely nullify the reasons for establishing the larger area in the first place.
4. The U. S. Geological Survey considers the area in question to be one of doubtful mineral value.

Although the above decision to deny the request of Mr. Miller is based on the terms of the lease application which contemplate drilling operations outside the fenced plant area but within the AEC-owned area, it is possible that Mr. Miller or other parties will apply for leases on the 720 AEC acres and will be willing to accept the stipulation that now applies to owners of mineral rights under the Rocky Flats property; that is, all drilling to be directionally controlled from outside the AEC Rocky Flats reservation.

It is proposed that the Bureau of Land Management be advised of the method of drilling which has been agreed to by AEC with the present owners of subsurface mineral rights under the AEC controlled area. Should a revised application be presented to AEC which provides for directional controlled drilling from outside the AEC controlled Rocky Flats reservation, such request will be approved as within the present AEC policy set forth in AEC 927 which related to requests for permission to conduct mineral exploration.

Alfred D. Starbird  
Brigadier General, USA  
Director of Military Application

Attachment: *Rocky Flats*  
Map of ~~Los Alamos~~ Area

COPY

57

901 - 23rd Street  
Golden, Colorado  
January 7, 1957

10 03

Land Office Manager  
United States Department of the Interior  
Bureau of Land Management  
P O Box 1018  
Denver 1, Colorado

OFFICE  
CRAIG

Subject Additional Requirements Made to Comply with "Decision"  
Letter of December 12, 1956, Pertaining to Oil and Gas  
Lease, Colorado #010180

Sir

The offeror of oil and gas lease Colorado #010180, filed February 4, 1955, agrees to abide by all regulations and terms as prescribed in "Offer to Lease and Lease for Oil and Gas Noncompetitive Acquired Lands Lease" Form No 4-1196. In addition to the regulations and terms set forth in Form No 4-1196, the offeror also agrees

- 1 To conduct all surface operations for the production of and exploration for oil and gas from areas outside the Rocky Flats Area of the United States Atomic Energy Commission
- 2 In the event that drilling for oil and gas is to be done beneath the Rocky Flats Area of the United States Atomic Energy Commission, such drilling will be done by controlled directional methods from areas outside the Rocky Flats Area of the United States Atomic Commission
- 3 In the event <sup>of</sup> conflict of Form No 4-1196 and the terms of this letter, the terms of this letter shall take precedence over those of Form No 4-1196
- 4 All limitations imposed by this letter shall remain in effect as long as Oil and Gas Lease, Colorado #010180 is in effect

The offeror feels that the restrictions listed above, in addition to those regulations and terms imposed by Form No 4-1196, will comply with the suggested changes in your "Decision" letter of December 12, 1956

Respectfully Submitted,

*Thomas Edward Miller*  
Thomas Edward Miller

Best Available Copy

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

F m ppro d  
B diget H reau No. 42 R1148.

Office NEADO

Serial No 1

Receipt No

**OFFER TO LEASE AND LEASE FOR OIL AND GAS  
NONCOMPETTIVE ACQUIRED LANDS LEASE**

(See reverse side for instructions as to filing)

Best Available Copy

PLEASE NOTIFY THE  
SIGNING OFFICER OF  
ANY CHANGE OF ADDRESS.

1 Mr. Thomas Edward Miller  
(Name)  
901 23rd Street  
(Number and Street)  
Golden, Colorado  
(City and State)

hereby offers to lease all or any of the lands described in item 2 that are available for lease, pursuant and subject to the terms and provisions of the act of August 7 1947 (61 Stat. 913, 80 U. S. C. secs. 351-359), hereinafter referred to as the act and to all reasonable regulations of the Secretary of the Interior now or hereafter in force which not inconsistent with any express and specific provisions herein which are made a part hereof

**2 Land requested**

Colorado 6th Meridian T 2 S R. 70 W  
(State)

U S interest if  
less than 100 percent

The Northwest Quarter of Section 14,  
and the Northeast Quarter of  
Section 15

Total area 320 acres

**3 Land included in lease**

(Not to be filled in by offeror)

Colorado 6th P. Meridian T 2 S. R. 70 W.  
(State)

Jefferson County

U S interest if  
less than 100 percent

Sec. 14: NW 1/4  
Sec. 15: NE 1/4

(Subject to the attached  
stipulations)

Total area 320 acres  
Net area for rental 320 acres  
Rental retained \$ 160

4 Amount remitted Filing fee \$10 rental \$ 160 total \$ 170

**5 Undersigned certifies as follows**

- (a) Offeror is a citizen of the United States Native-born yes Naturalized no Corporation no  
or other legal entity (specify what kind) no
- (b) Agency having administrative control over surface use of land, and unit or project of which land is a part are United States Atomic Energy Commission, Rocky Flats Area
- (c) Offeror's interests direct and indirect in oil and gas leases on acquired lands and applications or offers therefor included in this offer in the same State do not exceed 40 080 chargeable acres
- (d) Offeror accepts as a part of this lease, to the extent applicable the stipulations provided for in 43 CFR 191.6.
- (e) Offeror is 21 years of age or over (or if a guardian or a corporation or other legal entity is duly qualified to receive a lease as shown by statements made or referred to herein)
- (f) Offeror has described all lands as provided for in 43 CFR 200.8 (d)

6 Offeror's signature to this offer shall also constitute offeror's signature to and acceptance of this lease and any amendment thereto that may cover any land described in this offer open to lease application at the time the offer was filed but omitted from this lease for any reason and signature to and acceptance of any separate lease for such land. The offeror further agrees that (a) this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received before this lease, an amendment to this lease or a separate lease whichever covers the land described in the withdrawal has been signed in behalf of the United States and (b) that this offer and lease shall apply only to lands not within a known geologic structure of a producing oil or gas field at the time the offer is filed.

7 If this lease form does not contain all of the terms and conditions of the lease form in effect at the date of filing, the offeror further agrees to be bound by the terms and conditions contained in that form.

8 It is hereby certified that the statements made herein are true, complete and correct to the best of offeror's knowledge and belief and are made in good faith.

IN WITNESS WHEREOF Offeror has duly executed this instrument this 28th day of JANUARY, 1955

**WITNESSES**

Harold A. Balmage 901 23rd St. Golden, Colo. Thomas Edward Miller  
(Name and address) (Name and address)  
Thomas Edward Miller  
(Signature) (Signature)

(Signature in fact)

A lease for the lands described in item 3 above is hereby issued, subject to the provisions of the offer and on the reverse side hereof.

THE UNITED STATES OF AMERICA

By George H. Woodhall  
(Signing Officer)

Effective date of lease JUL 1 - 1957 LAND OFFICE MANAGER (Title) JUN 21 1957 (Date)

18 U. S. C. section 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.  
This form may be reproduced provided that the exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 200.8 (a)

## LEASE TERMS

Rights of leasees.—The law is granted the exclusive right  
 to drill for mica, contact, rhyolite, and disposal of all the  
 gas deposits, except bottom gas, in the lands leased, together with  
 the right to construct and maintain thereupon, all works, buildings, plants,  
 pipelines, towers, derricks, and other structures necessary for the  
 pumping of steam or other structures necessary to the full enjoyment  
 of the leased lands for the term of years, and no longer thereafter as oil or gas  
 is being produced therefrom, and the right to use the lands leased for the  
 greater approved by the Secretary of the Interior the provisions of  
 agreement to govern the lands subject thereto where inconsistent with  
 the terms of this lease. Within the period of 90 days prior to the  
 expiration of the term of the lease, the lessee shall comply with the  
 provisions of the lease in accordance with the regulation 48 CFR 182.103.

[illegible]

To drill and produce all wells necessary to protect the  
 nage by wells on lands not the property of the lessee  
 ted flats leased at lower royalty rate so as to which  
 ce nd pe rates are pa nio differ under the above of  
 less ny of the lessee and reduced royalty rate for the  
 the recto the Geologica Survey to compensate the lessee  
 month the es mated loss of royalty through drainage in  
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 real or ther essee own arm th any system of well  
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 to so and reduce such other wells as the Secretary  
 to ma so y equ order that the leased remain  
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 ted nd justice.— To pay rentals and royalties in mon  
 ue reduce ion estored sold from the leased lands as follows  
 ted — ay the lessee in advance an annual rental at the fol-

and are fully outside the known geologic structure of  
 the gas field  
 and lease year re tail of 25 cents per acre or  
 or  
 be second and last lease years no rental.  
 fourth and fifth years, 25 cents per acre or frac-  
 thereon  
 with and each succeeding year cents per acre

th de re bu or partly within the known geologic  
reduc of or gas field  
eg th the rd lease year after 80 days notice  
tha pa the la included sub structure  
or eac ya thereafter prior to discovery of oil  
as the lands lease or fraction thereof  
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[illegible]

in which the proper office to receive payment should, payment shall be deemed timely if made on the next official working day. For the purposes of this automatic termination provision discovery of oil or gas in paying quantities on unleased land construed as discovery on all lands subject to the unit plan.

( ) Contrasts for disposal of products.—To Gize with the OH and Gas Supervisors of the Comington Survey not later than 90 days after the effective date thereof any contract, or evidence of other arrangements for the sale or disposal of oil, gas, natural gasoline, and other products of the survey, which may be made by the contractor or his assigns, so that the arrangement shall be construed as modifying any of the provisions of the lease, including but not limited to, provisions relating to gas waste taking royalty; kind, and the method of computing royalties due as herein provided for valuation and in accordance with the OH and Gas Operating Regulations.

statements, plans, and reports. Such loans are made in such form as the lender may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lender, the records therefrom, and the amount used for production purposes or unavoidably lost. Plans showing development work and improvements on the leased lands, and report with respect to stock holders, investments, depreciation and costs.

Well records.— keep daily drilled record log and complete information on all well surveys and tests in form acceptable to or prescribed by the lessee all wells drilled on the leased land, and to acceptable record of all subsurface investigations. Sealing said lands, and to turn them or copies thereof to the lessee when required. All or maps obtained under this paragraph, upon the request of the lessee shall not be open to inspection by the public until the expiration of the lease.

**Inspection.**—To keep open at all reasonable times or the inspection of any duly authorized officer the department the leases, premises and all wells, improvements, machinery and fixtures thereon and all books, accounts, maps, and records relative to operations and surveys or investigation on the leased lands or under the lease information obtained pursuant to such inspection upon the request of the lease shall not be open to inspection by the public until the expiration of the lease.

(1) Diligence, maintenance of records, health and safety of workmen. To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the Commission. To exercise reasonable diligence in the use of proper methods and practice as provided in the Oil and Gas Operating Regulations, to keep due record of the prevention of waste of oil or gas or damage to the deposits or formations containing oil, gas, or water, to seal manure holes, to seal as a natural deposit or component of gas, oil or water, to prevent loss of oil, gas or water, to prevent loss of property or injury, reducing operating costs and for the health and safety of work men and employees to plug properly and effectively all wells and in accordance with the provisions of this lease to plug an abandoned well or permit under which a well is plugged or to plug a well before the lease expires, to carry out at expense of the lessee all reasonable orders of the lesser relative to the matters in this paragraph and that in the future of the lease as to the lessor shall be the right to enter on the property and to repossess it. The lessor shall be responsible for delays or cessation occasioned by causes beyond the lessee's control.

no tool.

(c) Taxes and wages / freedom of purchase — pa when due, all taxes lawfully assessed and levied under the law of the State or the United States no improvements. no tax restored from the lands hereunder or other rights, property or assets of the tenant to arrest all workmen and employees complete freedom of purchase, no to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(1) *Nondiscrimination*—In connection with the performance of work under this lease the lessee agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, national origin, or ancestry. The lessee agrees not to limit, discriminate against, or restrict the following employment, upgrade or demotion or transfer, recruitment or recruitment advertising, layoffs or termination rates of any or all former employees, or compensation and benefits for training, advancement, promotion, or other benefits. The lessee agrees to comply with all applicable laws, rules, and regulations. The lessee agrees to provide notice of the nondiscrimination policy to all employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination

The lessee further agrees to warrant the foregoing to be in full compliance with all applicable laws, regulations, and orders of the relevant authorities and to indemnify the lessor from and hold the lessor harmless from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, which the lessor may incur in connection with the enforcement of the foregoing provisions of this lease.

the Board (inter-  
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CHART

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Damages to property pay the lessee or his tenant, as the case  
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lessee operations hereunder to nave nd hold the lessee harmless from  
all damage or els ma for damage to persons or property resultin from

[illegible]

1) Overriding royalties.—Not to create overriding royalties in stream of mineral except as otherwise authorized by this regulation (8 P.R. 22.02)

Sub. 2. The linear economy:  
a) Ownership and rights of use.—The right to possess the object or several objects belonging to a linear economy, including ownership in the form of lease, mortgage, or the like, is freely alienable, excepted, or used in any way to guarantee the claims of the owner or the holder of the object or of the right to possess the objects described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its agencies or possessions, and for other public purposes.

(b) *Disposition of surface or surface resources.*—The right to lease, sell, use, permit the use of or otherwise dispose of the mining or surface resources of any of the lands embraced within this lease, whether now owned by the United States, hereafter as such use or disposition will not interfere with lease operations.

( **Monopoly and fair prices.**—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly and to so guard the public welfare.

41 Stat. 87 30 U. S. C. sec. 18 ) of the act of February 25, 1909  
the ownership and the right to  
extract helium from all gas produced  
under this lease subject to such  
rules and regulations as shall be  
prescribed by the Secretary of the Interior  
and the lessee shall take the helium the lessee shall thereof

exercising upon the portion thereof desired, to the owner of any copy, on the leased premises in the manner required by the owner for the collection of the purchase price and/or reduction of the price for that portion to the lessee, and the lessee shall be deemed to have agreed to the exercise by the owner of the right of first refusal, in the event that the owner is unable to sell the portion of the work to the owner, provided that the exercise of the right of first refusal is not an essential delay in the delivery of goods produced from the work to the purchaser thereof. The lessee shall have no authority, disposition of value of the work, or right to sell, lease, license, or otherwise dispose of the work, for such work not reasonably contemplated and/or not reasonably necessary to the business extracted. The lessee further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of value from the work produced from the work, and the lessee shall not be deemed to have agreed to the exercise of the right of first refusal, in the event that the owner is unable to sell the portion of the work to the owner, provided that the exercise of the right of first refusal is not an essential delay in the delivery of goods produced from the work to the purchaser thereof.

of February 1920 20 U. S. sec 22 to the right of first refusal

**Cases** — In case the lease strikes water while drilling instead of oil or gas, the lessor's obligation is to pay the lessee the value of the water, not the value of the oil or gas that would have been produced. *See* *W. & A. v. W. & A.*, 100 So. 2d 881 (La. 1958).

writing these observations under 1994:

Relevant to the research payable on account of each such tract shall be in the same proportion to the total area of the tract as the area of the tract hereof to the undivided fractional interest of the U. S. land owner in the oil and gas underlying such tract to the full gas seepage interest.

If during the period the lease is effect, the lease owner or heirs under lease other undivided fractional interests oil and gas underlying such tract, the right of the lessor to extract helium in accordance with the method of this lease shall extend to all gas produced on the basis of

Sec. 4. *Drilling and producing restrictions.*—It is hereby provided that the rate of prospecting and developing, and the quantity and rate of production from the lands covered by this lease shall be subject to conditions and restrictions that may be imposed by the Secretary of the Interior, and the judgment of the Secretary may move to be considered and applied in the case of Federal or State laws, and regulation issued thereunder or in the case of any commonwealth or territory, including laws relating to drilling or production of oil, gas, or geothermal energy, or to the conservation of oil, gas, or geothermal energy, for uniformity the Secretary of the Interior may suspend the provisions of any such law or State or Federal statute or regulation or authority in the case of any well, after a written finding, from time to time, that the rate of production of oil, gas, or geothermal energy from the well is in excess of the rate of production of oil, gas, or geothermal energy from the well.

Sec. Sale of minerals.— all or an portion of the mineral interest in the leased land is sold pursuant to the act of September 4, 1906 (34 Stat. 709) U. S. C. 1906-1909 all royalties on any portion of the lease shall be divided among, and paid to, the proportion that the acreage covered by this lease bears to the total acreage of the leased land.

Sec. Surrender and reversion / lease - The lease may terminate this lease or by legal subvion hereo by ling in the greater land of the licen relinquishment Ip rh shall be effective as of the date of NRIg subject to the con rnt obligation of the lease and the party to make payment of all accrued rentals and royalties and to place of work on be ad to be relinquished condition or suspension or abandonment accordance with the applicable lease te ms and regulations.

**10. Removal of materials.** As soon as the location of beams, joists, columns, and other structural members has been determined, the contractor shall provide access to the beams and joists in the least providing section the owner shall have the privilege to inspect. Within the period of 90 days thereafter of removing from the premises all such non-structural equipment, tools and materials other than improvements needed for the removal of the beams and joists, the contractor shall remove all equipment subject to removal as shown previously, and shall be allowed to remain on the leased premises until the expiration of the 90-day period. The contractor shall be permitted or must extinguish all fires during the 90-day period. *Provided That* the owner shall have the privilege to inspect the work on or all of such non-structural

here are directed by the learner

Spec	Proceedings in case of default	the learner shall not comply
Spec	of the provisions of the	the regulations thereunder or
Spec	of the learner or member except the	or otherwise or otherwise
Spec	the terms hereof except the	ten of sound mental which require
Spec	the automatic termination of the license	and such default shall constitute
Spec	the license may be suspended by the service of	written notice thereof by the learner,
Spec	the action of the ac	the character of the offense
Spec	th except that this license covers	Stat. Sec. 50.01, 50.02, 50.03
Spec	of all persons who are	now known to contain copies

[illegible]

that they may arise therefrom and the provisions of section 10 of the said Act shall be admitted to any share or part in such money or thing.

foreign currency of the United States, as indicated in U. S. G. S. No. 107, and per ton 651, 602, and 450 lbs. U. S. Cash relating to currency, over lots and form part of this loan so far as the same may be available.

## INSTRUCTIONS

in error by not more than 50 percent (c) the offer was and the first  
year rental do not accompany the offer except where the rental is  
error by not more than 50 percent (d) the offer, signed by an  
attorney, is accompanied by a copy of the offer and the rental  
accompanied by the statements and evidence received under (c) C.R. 36  
5) applicable the offer signed by a person or  
person in behalf of minor or incompetent and not accompanied by  
statements and evidence received under (c) C.R. 36 6) the offer  
the offer are filed and the copies having not received before the  
expiration of 30 days from the date of receipt of the copies first filed, or  
if there is noncompliance with them (e) the Special Instructions  
from the court to the parties to the offer and the rental payments on the date  
from service of the reference, and the fee and rental payments on the date  
offer will be applied to the new offer if the new offer above the serial number  
within the 30-day period another offer is filed.

5. SPECIAL REQUIREMENTS

Item \_\_\_\_\_ Total area of land requested should be shown in acres in space provided at bottom of item \_\_\_\_\_. That area, except where the rule of approximation applies, must not exceed 2,500 acres. All of the land must be described in detail by metes and bounds, and the description must be subdivided, show any State boundaries, townships, ranges and section. If the lands are surveyed according to the Government rectangular system, and if not so surveyed by metes and bounds description connected with corner of the public lands, must be shown by corners and distances or by landmarks consistent with the description in the deed to the alien State. In instances where the United States does not own a 100-percent interest in the oil and gas deposits in an particular tract, the offeror should indicate the percentage of the tract owned by the United States and the offeror must also furnish the information required by 42 CFR 590.

less — This space not to be filled in. When lease issued, it space will contain the identification of the leased land, the interest of the United States in the oil and gas deposits in each tract where such interest less than 100 percent, the total acres and the net acre for which rental is to be paid, the estimated value of the oil and gas deposits in each tract to be larger or smaller than the interest owned, the rentals and royalties payable by the lessee shall be increased or decreased proportionately.

Five — The total amount remitted should include: \$ Siting fee for the first year rental of the land requested at the rate of 10 cents an acre or fraction thereof; the United States shall receive 10 percent interest in the oil and gas deposits in each tract if the estimated value of the same should be paid in the proportion outlined in section 100 (1) of the Lease Terms. The full value payment should accompany the offer even though the mineral interest of the United States is subject to royalty interest which may be borne in the future, save the effect of diminishing the royalty interest of the United States. No leasehold interest will service charges, in franchise interest. The \$100,000 fee rate and no service charges.

given in these paragraphs the offer to lease completely expires  
 to protect the offer's priority with respect to the later  
 important that the rental payment submitted with the offer to purchase  
 cover all the taxes levied on the additional amount.  
 required to be paid by the offeror to the landowner.  
 terms of which is not known to the offeror, would pay to the landowner  
 purposes of the offer on the basis of each such tax or assessment  
 levied on the land, or on the amount of the rental payment, or on the  
 amount of the offer, or on the amount of the offer, or on the amount  
 not before the date of the offer to the offeror to the offeror to the offeror  
 the rental submitted for the purchase of the land, or on the amount of the  
 there is no obligation on the offeror to pay the amount of the offer to the  
 to which the offeror is not bound to pay the amount of the offer to the  
 the taxes will be added to the additional amount of the offer to the  
 the land on the offeror's rental on such basis as to the offeror.

[illegible]

*Item* c) -- If practicable, the offeror should indicate the general location of the proposed use of the land and the unit or units of which the land is part.

*Item* d) -- Wherever applicable the stipulations referred to will be made part of this lease and will be furnished the lessee with the lease when issued. The terms covering them are: brief description any of the Section 5-210, and the use for lands where the surface is owned by the Federal Government, the Department of the Interior, Bureau of Reclamation; 5-202 (a), lands within the flow limits of navigable and 5-202 (b) lands within the drainage area of constructed reservoirs. Wherever other stipulations are necessary lease will be required to agree to the same. The following are the stipulations:

Items numbered according to numbers on other form.

# MOORE TRACT LAND ACQUISITION - AS OF JULY 16, 1954

Name of Owner	Tract No.	Acreage	Purpose	Method of Acquisition	Civil Action No.	AEC deposit with Clerk of Court	Amount of Option to Purchase	Jury Award	Plus Interest from July 10, 1951 To Date	Total Cost
George W. Lindsay	1	960	Site	Condemnation	3624	**67,311.00			**67,311.00	
Katherine E. Church	2	1120	Site	Condemnation	3624	(				
Frank A. Rodgers	3	400	Site	Condemnation	3624	9,200.00		49,216.00	4,879.96	54,095.97
Katherine E. Church	4	31.38	Site	Condemnation	3624	** (See above)				**
(2511.38)										
Katherine E. Church	5E	25.78	Access Road	Condemnation	3624	390.00				390.00
Charles F. and Louise Wilson	6E	5.51	Water Line & RR Spur	Option	4502	280.00	280.00			280.00
Katherine E. Church, et al	12E	6.11	" "	Condemnation	3873	490.98				490.98
State of Colorado	22E	1.08	Water Line & RR Spur	Condemnation	4670	1,271.79 (Inc in above amt)				1,271.79
State of Colorado	14E	17.26	" " "	Condemnation	4670					(Inc in above amt)
Charles F. Wilson, et al	23E	5.99	Water Line	Option - Condemnation	4502	250.00	250.00			250.00
Catherine Winifred Johnson & Forrest Hall Johnson	25E	4.82	" "	" "	4502	250.00	250.00			250.00
State of Colorado	7L	no area	Rd #93 - RR Grade Crossing	P U C Hearing						
Arvida Electric Co	8L ✓	" "	R.R. under power line	License Agreement			1.00			
State of Colorado	9L	" "	R.R. Grade Crossing #72	P U C Hearing						
Union R. R. A., Inc	11L ✓	" "	R.R. under power line	License Agreement			1.00			
Marous Church, et al	13E	" "	R.R. Crossing & Water Line Res Inlet							

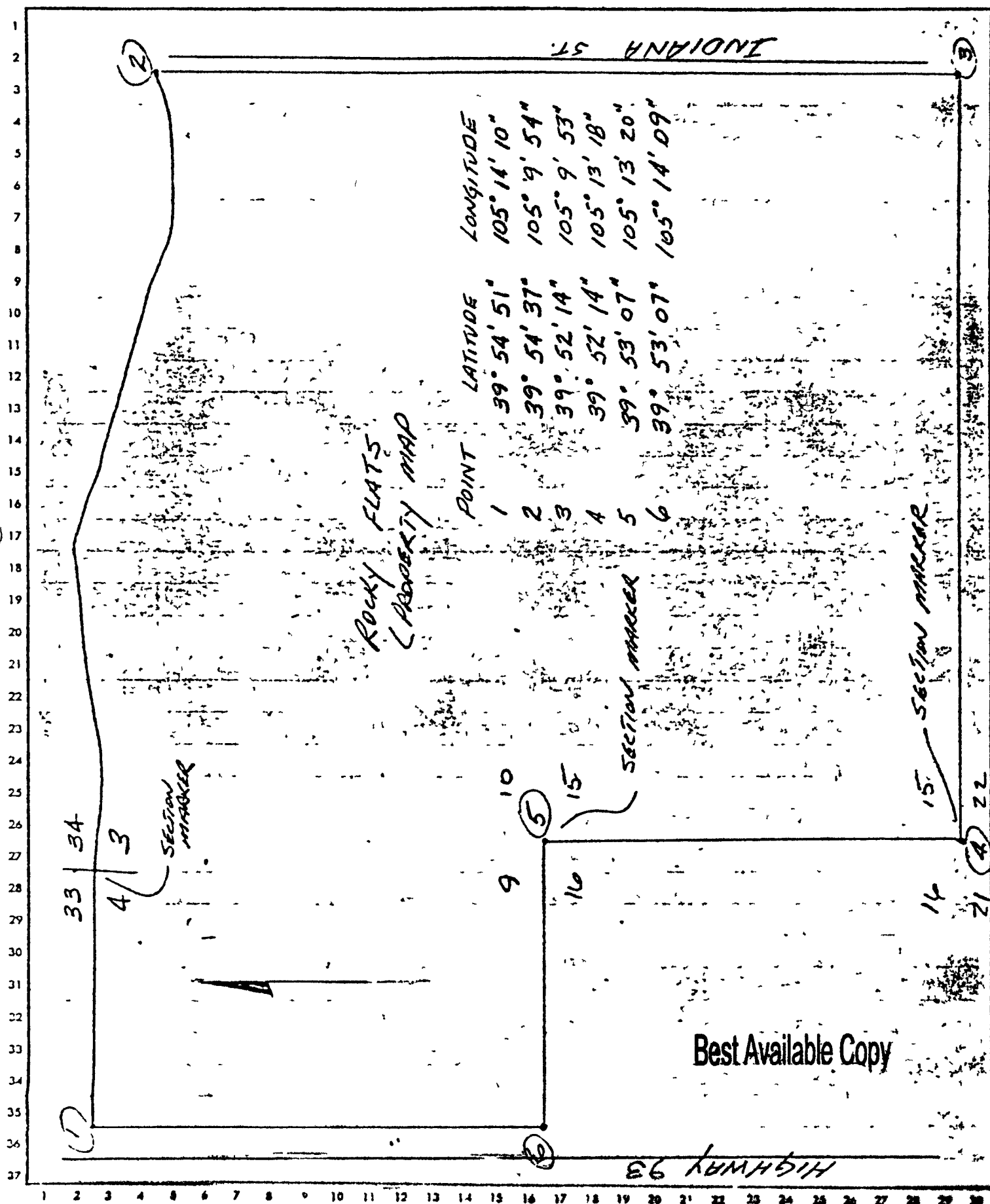
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RF 46068 (10-75) ES-HS

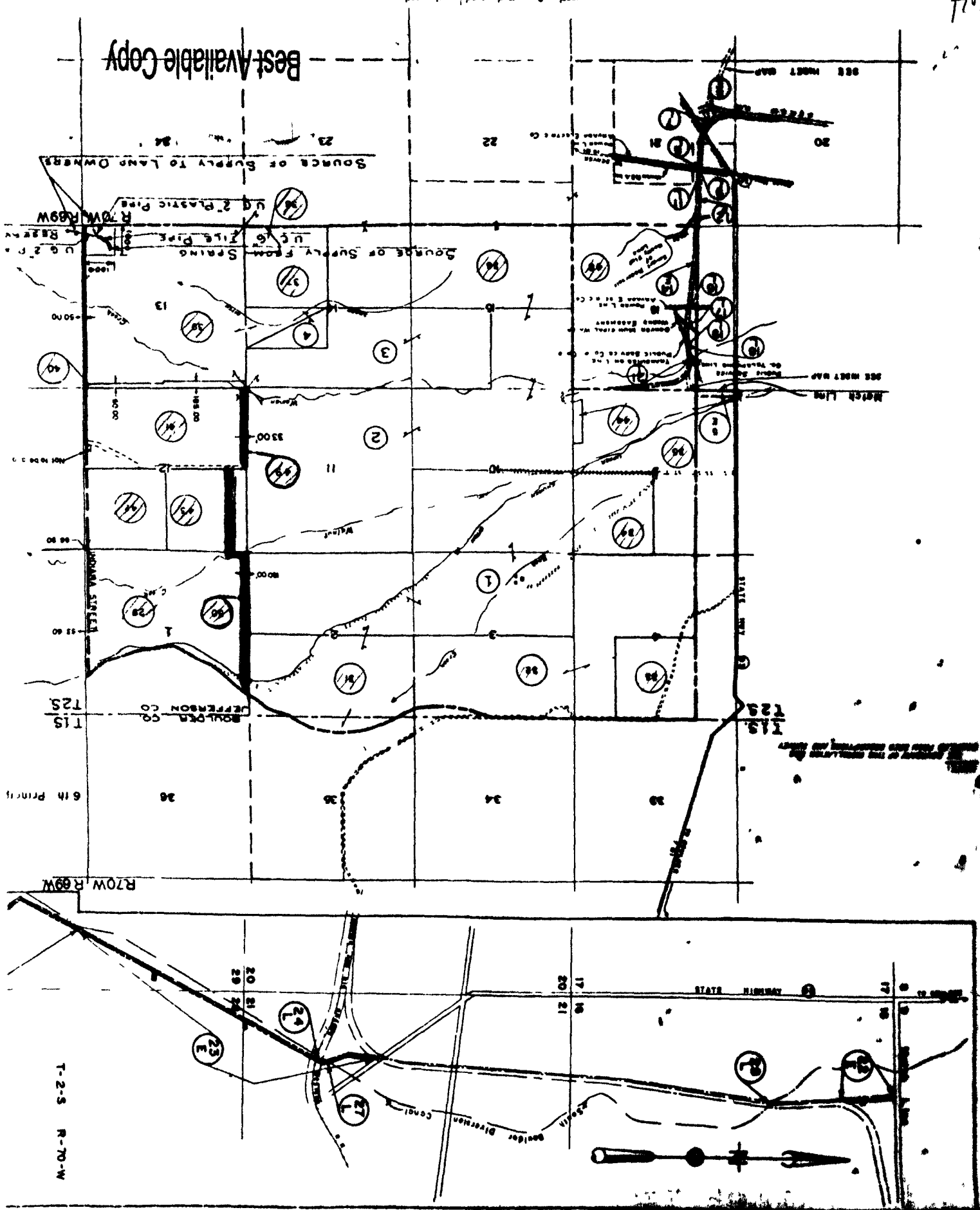
PROJECT NO \_\_\_\_\_  
BY A. FLEWELLING  
DATE 10/6/76  
SHEET 1 OF \_\_\_\_\_

**CALCULATION-**



167

Best Available Copy



SECTION 16

35 mm

DRAWING

SW-A-003893

105/105

1. POLYCONIC PROJECTION-1927 NORTH AMERICAN DATUM 10000 FT. GRIDS BASED ON COLORADO COORDINATE SYSTEM NORTH AND CENTRAL ZONES 1000-METER UNIVERSAL TRANSVERSE MERCATOR GRID TICKS ALSO NOTED ON MAP EDGE
2. TOPOGRAPHY BY PHOTOGRAMMETRIC METHODS FROM AERIAL PHOTOGRAPHS TAKEN 1964 AND FIELD CHECKED 1965
3. THIS MAP IS A PHOTOGRAPHIC ENLARGEMENTS OF THE USGA AND USC AND GS LOUISVILLE, COLORADO QUADRANGLE, 75 MINUTE SERIES

GRAPHIC SCALE

CONTOUR INTERVAL 10 FEET  
DATUM IS MEAN SEA LEVEL

D		REPHOTOGRAPHED & UPDATED		12977					
A		ORIGINAL ISSUE	5-19-69						
B		DESCRIPTION	ATOMIC RESISTANCE AND DEVELOPMENT ADMINISTRATION						
C		DATE	6-19-69						
D		BY	ROY						
E		APPROVED	BOGARD 6-19-69						
F		REMARKS	ROCKWELL INTERNATIONAL ATOMIC INTERNATIONAL DIVISION FOR CONTRACT 1969-1971						
G		SCALE	18789-1						
H		GRAPHIC	D 1 of 2						

